DOCUMENT RESUME

ED 088 239	EA 005 974

AUTHOR	Miller, Etta; Zamoff, Richard
TITLE	An Analysis of Two Teachers Union Contracts with Large Urban School Systems.
INSTITUTION	Center for Urban Education, New York, N.Y.
PUB DATE	Apr 69
NOTE	153p.
EDRS PRICE	MF-$0.75 HC-$7.80
DESCRIPTORS	Boards of Education; *City Problems; Collective Bargaining; *Collective Negotiation; *Contracts; Educational Research; Employment Problems; School Districts; *Teacher Associations; Teachers; Teacher Strikes; Unions; *Urban Schools
IDENTIFIERS	Detroit; New York City; *Teacher Unions

ABSTRACT

This study deals with the urban school system as a contracting agency which must negotiate with an organized group of employees who formerly were relatively powerless in presenting demands. The focus of the study is on the contracts drawn between the boards of education of New York City and Detroit with the respective teachers' unions in these cities following strikes in 1967-68. Part of the study deals with the impact of the contracts on teachers and principals in each city, and a search is made for some of the factors related to the climate for board-union negotiations in the two cities. A key finding of the study is that a qualitative difference in the climate for negotiations exists in the board-union relationship in each of the cities. Questionnaires completed by samples of teachers, principals, and the union's building representatives were the major instruments used to get at the questions in this study. Information was also gathered from detailed examinations of the two contracts and interviews with selected spokesmen for the boards and unions in the two cities. (Author)

ED 088239

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

Center For Urban Education

105 Madison Avenue

New York, N.Y. 10016

AN ANALYSIS OF TWO TEACHERS UNION CONTRACTS WITH LARGE URBAN SCHOOL SYSTEMS

By

Etta Miller

assisted by:

Richard Zamoff

EA 005 974

April 1969

TABLE OF CONTENTS

Page

Acknowledgments

Preface i

Chapter I Description of Project 1

A. Background 1
B. Study Design. 1

Chapter II Analysis of the Contract. 12

A. Bargaining Units 12
B. Salaries 13
1. Permanent Personnel 13
2. Substitute Teachers 23
C. Health and Welfare Benefits. 30
D. Teachers' Programs. 33
E. Relief from Non-Teaching Chores 39
F. Provisions For Leave 41
1. Sick Leave 41
2. Terminal Leave 45
3. Other Leaves. 46
G. Class Size 51
H. Time Limitations 55
I. Assignments 57
J. Transfers. 61
K. Control Over Professional Matters. 66
L. Miscellaneous Provisions. 78
M. Procedural Rights of Teachers 81
N. Grievance Machinery 86
O. Union Rights. 96

Chapter III Consequences of the Contracts 102

A. School Staffing and the Contract 102
B. The Contract and Class Size. 106
C. The Questionnaire 107
1. The Respondents. 108
2. Experiences with Grievance Machinery. . . . 116
3. Reactions to Selected School Conditions. . . 120
4. Influence and Decision-Making 123
5. Perceptions of Effect on Selected Items. . . 135

Chapter IV Conclusion 146

ACKNOWLEDGEMENTS

The author wishes to thank all the teachers and principals in both cities who gave so generously of their time and thought to the completion of the long and complicated questionnaires, and to building representatives in Detroit and chapter chairmen in New York for distributing the questionnaires to teachers in their chapters. New York chapter chairmen, who had filled out similar questionnaires for a concurrent study by the Center for Urban Education, were not approached to complete questionnaires for this study. Thanks are also due to the Union and Board officials in both cities who helped the author secure necessary data, and to the colleagues at the Center for Urban Education without whose generous advice and encouragement the study would not have been completed.

AN ANALYSIS OF TWO TEACHERS UNION CONTRACTS WITH LARGE URBAN SCHOOL SYSTEMS

Preface

This study deals with the urban school system as a contracting agency which must negotiate with an organized group of employees who formerly were relatively powerless in presenting demands. The focus of the study is on the contracts between the Boards of Education of New York and Detroit with the respective teachers unions in these cities following strikes in 1967-1968. Part of the study deals with the impact of the contracts on teachers and principals in each city and a search is made for some of the factors related to the climate for board-union negotiations in the two cities. A key finding of the study is that a qualitative difference in the climate for negotiations exists in the relationship between the boards and the unions in both cities.

Questionnaires answered by samples of teachers, principals, and the union's building representatives were the major instruments used to get at the questions in this study. Also utilized were detailed examinations of the two contracts and interviews with selected spokesmen for the boards and unions in the two cities. Since the study began, a cataclysmic teachers strike took place in New York City, as well as a major economic but less socially disruptive one in Detroit. Undoubtedly, these and similar events are likely to impinge on future collective bargaining. The impact of community control and decentralization will make stronger a voice which has been inaudible in what has been essentially a dialogue between the boards of education and the teachers unions. That voice is the community's which, as recent situations in New York have pointed up, has not always been heard in board-union deliberations.

The present study alludes to some of these newly emerging influences but has been limited in the main to an extensive examination of the 1967-1968 contracts. As such, it should provide some support for further research and social action in a rapidly changing and highly explosive field.

Mortimer Kreuter

Assistant Director
Educational Personnel Committee

AN ANALYSIS OF TWO TEACHERS UNION CONTRACTS WITH LARGE URBAN SCHOOL SYSTEMS

Chapter I Description of Project

A. Background

Collective bargaining for teachers is a relatively new and rapidly growing phenomenon. The agreement reached by the New York Board of Education and the United Federation of Teachers in 1962 is a landmark in this movement. While a number of teacher collective bargaining agreements existed in the nation prior to 1962, the New York agreement is often cited as a turning point. It appears to have served as the major impetus for similar developments in other cities. Detroit was but one of the major cities to build on the New York experience. Beginning in 1965, the Detroit Federation of Teachers has negotiated three successive collective bargaining agreements with the Detroit Board of Education. Since 1962, the United Federation of Teachers has signed contracts with the New York Board of Education.

New York and Detroit were chosen as the loci for this comparative study because of their points of similarity and difference. Both are large urban centers with all the problems afflicting our cities today. Both cities have large labor organizations. The pattern of labor relations in Detroit, however, is influenced by the United Automobile Workers, a large industrial union. New York, on the other hand, has a number of craft unions with a much less unified approach to labor-management problems. In both cities, agreements were negotiated between a school board and a local of the American Federation of

Teachers, which is an affiliate of the AFL-CIO. The United Federation of Teachers (UFT) is Local 2 of the American Federation of Teachers; the Detroit Federation of Teachers (DFT) is local 231 of the AFT.

This study is concerned with the impact of collective bargaining on the two public school systems as perceived by teachers and school administrators. It also provides a detailed examination of the New York and Detroit contracts in effect during the school year 1967-68. It is not concerned with the process of collective bargaining except tangentially. Its major focus is on the content of the two contracts and the views of those persons, teachers and administrators, who implement the contract on a day-to-day basis.

It may be useful to distinguish between collective bargaining and collective negotiations. The American Federation of Teachers is a part of the American labor movement and is committed to "collective bargaining." The National Education Association, the nation's largest teacher organization, has preferred the term "professional negotiations." A distinction between the two terms has been made by Theodore Kheel, the New York labor mediator. On a WOR-TV interview on January 7, 1968, he said that bargaining implies the right of the buyer not to buy and of the seller not to sell. Negotiations may go on forever without reaching a resolution if the parties do not agree. Where an agreement is not otherwise possible, the workers strike, i.e., "refuse to sell." In the course of a strike, bargaining on items still in dispute can take place and an agreement is then reached.

Despite fundamental similarities, there are important differences in the patterns of events surrounding collective bargaining in the two cities and in the kind of agreements reached. In December, 1961, the New York local was able to effect a collective bargaining election and won designation as collective bargaining agent only through a strike. Detroit achieved this as the result of enabling state legislation, passed in 1965, though a threat of strike was necessary to move the Board of Education to action.

In the fall of 1967, both the United Federation of Teachers in New York and the Detroit Federation of Teachers, unable to reach agreements with their respective school boards by school-opening date, acted on the slogan, "No contract, no work." The UFT called on the superintendent and the school board to close the schools in the interim. The New York school board refused. In Detroit, the schools were closed. There was a full school year for the children beginning with the date of settlement and no loss of pay by the striking teachers.

In New York, where the schools had been kept open with the services of the supervisory staff and a handful of teachers who passed picket lines, the teachers lost a considerable portion of the September checks. The union was fined $150,000 and lost the right to check-off of dues. Its president was jailed for fifteen days.

The supervisory staff reported to the schools and attempted to run them with a negligible number of non-striking teachers; they not only collected their salaries while the teachers were unpaid, but also, as a result of a state law bitterly resented by the teachers, profited automatically and in geometrical proportion from the salary schedules won by the teachers. The law provides that whenever the teachers' salary schedule is increased, the salaries of the supervisory and administrative staff shall be increased in accordance with a fixed index. Thus the monetary gap between the teachers' schedule and the supervisors' schedule grows with each increase. This mutual mistrust and bitterness was pervasive of faculty-administration relations in New York. However, there was joint strike action by the Council of Supervisory Organizations and the UFT in the fall of 1968. These events precipitating this action are beyond the purview of the present study which was largely completed before they took place.

The atmosphere in Detroit is different. This was clear in interviews with union functionaries, with the president of the Organization of School Administrators and Supervisors, and with an associate superintendent in the Office of Staff Relations. They expressed the opinion that the procedure for consultation provided for on the school level and on the central level was viable, resulting in cooperation on many school problems. The administrators said they welcomed union thinking on problems of policy. However, in New York, difficulties in reaching agreements have been most frequent and most bitter in policy areas, e.g., the battles over the union's demand for a More Effective Schools program in 1963, for the expansion of this plan in 1967, and for definition of the teacher's authority in the handling of "disruptive" children.

In New York the supervisor or administrator who approves of collective bargaining for teachers is the exception. Principals openly inveighed against the teachers' contracts, blaming them for many of the problems of the school system. For example, although the inner-city schools have had almost insuperable staffing problems for at least twenty-five years, in private conversations principals often attributed their inability to get an adequate number of teachers to the contract clauses which increased the need for staff, e.g., decreased class size, preparation periods, etc. More than 60 per cent of the principals who responded to the questionnaire attributed to the contract the deterioration in the community's feelings toward the school.

In addition, principals may have had an unclear understanding of the nature and meaning of a collective bargaining agreement. For example, during the 1966-67 school year a grievance based on a principal's failure to use the seven aides allotted for that specific purpose for the relief of teachers assigned to cafeteria, hall, and street patrol reached the arbitration stage. The principal stated again and again before the arbitrator his feeling that only teachers were adequate to these tasks. He was completely untroubled when the Union representative pointed out that a decision on this question has been made by the Board when the contract was signed. This was the most revealing of a number of cases on this issue which the union carried to arbitration and won.

Although the final agreements are made by the Union and the Board, the details of bargaining are carried out for the Board by the superintendent and the top administrative staff.

The Detroit supervisors and administrators, on the other hand, elected as the head of their own bargaining organization a man who firmly states his approval of collective bargaining for teachers and administrators.

In 1967, the president of the Organization of School Administrators and Supervisors, a former active member of the Detroit Federation of Teachers, was interviewed by a research worker from the Center for Urban Education . He stated, "Teachers' new found rights have not been detrimental to school administration except where a weak administrator let it be." He felt that most administrators in Detroit generally regard collective bargaining for teachers as a force for good. It is a more dignified procedure than the prior practice of petitions and demonstrations by a multiplicity of teacher organizations and unilateral decisions by an all-powerful Board. "In collective bargaining," he said, "you meet as equals." The negotiating process and the contract, he felt, have been most beneficial both for teachers and administrators. A new readiness on the part of the staff to accept responsibility has been fostered, and consultation sessions with the school union committee have given the teachers more insight into the problems of administration.

The Associate Superintendent, Office of Personnel of the Detroit Public Schools, also spoke with approval of the opportunity now afforded for seeking the solution of school problems, e.g., the equalization of substitute teachers in the schools, "through and with Federation committees instead of unilaterally." Consultations on this problem brought an offer from the Union to publish lists of schools with excessive numbers of substitutes on their staffs and to invite their fully certified members to transfer to these schools.

The wording of the two agreements also shows marked differences in tone. The New York contract is detailed and legalistic. Detroit's provisions are often stated in terms of goals. For example, New York sets rigid maximums for class size which may be exceeded only if the principal can prove that one of four specific difficulties prevents his adherence to the contract. Differences of opinion as to the validity of his reasons can be, and have been, taken to arbitration. Detroit sets up median class size limitations and a Class Size Review Board, composed equally of teachers chosen by the Federation and administrators appointed by the Superintendent, to investigate complaints filed by any teacher whose class size exceeds a given figure. Guidelines are set down to aid the Class Size Board in arriving at their recommendations for correcting inequities. Should the Board of Education fail to act on the recommendations of this Review Board within 30 days, a special meeting of a conference committee of the School Board and the Union must be called.

So great was the distrust of the teachers in New York for the Board of Education and so legalistic is the application of the agreement that in 1967 they refused to vote for acceptance of any agreement until it had been reduced to writing and been in their hands for 24 hours for adequate study. In view of the fact that in the three previous bargaining rounds the process of ironing out the exact wording had taken weeks after agreement had been reached, and printing the document had again taken weeks, this insistence on a written contract prior to the vote might well have delayed unnecessarily for a month or more had not the New York Law Journal come to the rescue and printed the contract as a civic service.

improvement of program in the area of testing, for handicapped children, summer school program, revision of materials, in-service training, and provision for joint meeting on policy matters.

The school board in New York has fought bitterly against any encroachments by the union in policy matters. As stated publicly by its president, the Board's position has been that educational policy is the exclusive prerogative of the Board. Moreover, it has tried to maintain an extremely broad definition of what constitutes educational policy. It has insisted on separating items in the contract into a section setting forth Board "policy" and other sections dealing with working conditions, salaries, etc. The grievance procedure is hedged with many limitations on complaints arising from violation of policy. Inclusion of class size provisions as a working condition was one of the hardest points for the Union to win. Inclusion of items dealing with discipline or the More Effective Schools, even in sections setting forth Board policy, required intense struggles on the part of the Union.

B. Study Design

This report, then, has been designed as a comparative study of the agreements arrived at in these two large urban school systems. No attempt has been made to cover the history of collective bargaining, the strikes or all the issues which were raised in each round of bargaining. Only the final results of the bargaining have been analyzed. It is expected that such a study will reveal important insights into the areas which are necessitated or encouraged by the agreements. The attitudes of school staffs toward the collective bargaining process were examined with a view to uncovering similarities and differences between the staffs in these two cities and between teachers and administrators within each city.

In the interests of simplicity, and because it is the focus of interest for the Center for Urban Education, the study will be limited to those sections of the contract dealing with the elementary schools and their personnel.

The contracts were analyzed item by item and compared. Prior regulations and school conditions were described and compared with the contract conditions. Questionnaires were distributed to teachers, chapter chairmen, and principals to elicit their attitudes and perceptions of current conditions. Union and school officials were interviewed. The annual reports of the superintendents of schools were examined for data on changes in staffing and class size.

Detroit has 223 schools with elementary classes. A 20 percent sample of these schools was chosen, with proportionate representation according to grade organization, and all teachers in these schools were sent questionnaires. New York City has 613 elementary schools. In view of the greater size of the total population, a 5 percent sample of schools was chosen in a similar manner and all teachers in the sample were sent questionnaires.

Because of the much smaller numbers involved in the principal and building representative populations, questionnaires were distributed to the entire population in these groups in both cities.[1]

Summaries of findings on each area covered by the contract and tables of the responses to the questionnaires conclude each point under review.

---

[1] The author is indebted to Albert Goldberg, Staff Associate at the Center for Urban Education, for the privilege of using results he obtained in a study of the role of the chapter chairmen in New York.

Chapter II Analysis Of The Contract

A. Bargaining Units

Both the Detroit and the New York locals of the A.F.T. include many categories of educational personnel in their bargaining units. For example, the Detroit contract enumerates:

> "all elementary and secondary teachers, including resource and relief teachers, apprentice training teachers, nurse training teachers, special education teachers, senior teachers, auditorium teachers, special education teacher counselors, physiotherapists, school diagnosticians, visiting teachers, counselors, attendance officers, emergency substitutes in regular positions serving in any of the above classifications, emergency substitutes serving in any of the above classifications, attendance agents, school-community agents, and all other non-supervisory personnel on a classroom teacher salary schedule..."

The New York agreement covering classroom teachers describes the bargaining unit as follows:

> "The Board recognized the Union as the exclusive bargaining representative of all those assigned as classroom teachers in the regular day school instructional program and all those employed as per session teachers (except supervisors and per diem substitutes).
>
> "The term 'classroom teachers in regular day school instructional program' (herein referred to as 'day school teachers') comprises the following teacher categories: Teachers of kindergarten classes; teachers of grades 1A through 6B; teachers of grades above 6B; teachers of early childhood classes; teachers of mucis, fine arts, health education, sewing, industrial arts, home economics, classes for children with retarded mental development, classes for the blind, sight conservation classes, classes for crippled children, health conservation classes, classes for tuberculous children, hospital classes, speech improvement, and schools for the deaf; teachers in day academic and day vocational high schools; teachers of library in junior high and day high schools; teachers of swimming; teachers of swimming and health instruction in junior high and day high schools; teachers of homebound children duly appointed to full time service under licenses issued pursuant to Section 401 of the Board of Education By-Laws; teachers of shop subjects-trades; teachers of typewriting in junior high school.

> "The term 'per session teachers' comprises the following teacher categories: teachers and teachers in charge regularly employed by the Board of Education who are assigned to less than full time teaching service in Board of Education activities other than the regular day school instructional program. Such activities are: vacation day camps; after-school centers; evening community and youth and adult centers; evening elementary schools for adults; summer evening elementary schools for adults; fundamental adult education day classes; summer day high schools; summer evening high schools; summer junior high schools; summer '600' schools; summer day elementary schools; evening high and trade schools; the special after-school instructional help program; and extracurricular athletic and nonathletic programs in day academic and vocational high schools, day junior high schools and day '600' schools."

In addition, the UFT bargains in separate bargaining units for school secretaries, attendance teachers, laboratory assistants, guidance counselors, psychologists and social workers. Thus it covers an even wider spectrum of educational employees than the Detroit local.

B. Salaries

1. Permanent Personnel

Salary schedules for teachers are usually arranged so that advancement takes place in two different ways. There is ordinarily provision for progression through successive annual increments from the lowest to the highest step on a basic scale. Such advancement is based on length of service. It is orderly and predictable and it has the effect of rewarding, and thus encouraging, stability of service.

In addition, there are one or more parallel but higher scales. Teachers may enter system on a parallel scale or advance to such a scale some time after entry by meeting additional study requirements. This has the effect of rewarding and encouraging either greater depth or breadth of academic preparation, or both, depending on the specific rules laid down for advancement from one parallel scale to another.

The agreement between the United Federation of Teachers and the Board of Education of the City of New York covering the period of July 1, 1967 through September 1, 1969 provides for both these types of progression. This agreement revises salary schedules upward in a series of three staggered increases which will reach their peak March 1, 1969. The analysis of pay scales uses these last figures.

The basic pay scale for classroom teachers with minimum requirements (usually a baccalaureate either including or supplemented by specific courses in educational theory and methods) will range from $6,750 per annum to $11,150, in thirteen increments. The increment at the end of Step 1 will be $200; all others will be $350. This scale is called C1.

A second scale, C2, will parallel C1 with a differential of $500 between each step of C1 and the corresponding step of C2. Eligibility for this scale is established by proving that the teacher has earned thirty credits beyond the baccalaureate in approved courses. A teacher on C2 who has earned an M.A. degree, or who includes among his academic qualifications for C2 a group of thirty-six credits which would satisfy the subject area requirements for a secondary school license, is placed on another scale, "C2 plus the Promotional Differential". (This is the fourth scale in Table 1.) Each step in this fourth scale is $1000 above the corresponding step in C2.

Another scale, C6, which has until now been reached by the acquisition of thirty approved credits beyond those needed for C2, or sixty credits beyond the baccalaureate, parallels C1 and C2. There is a differential of $1750 between corresponding steps of C1 and C6, or $1250 between corresponding steps of C2 and C6. A fifth scale is for teachers on C6 whose academic qualifications include an M.A. or the equivalent, the 36 specialized credits mentioned above. Table 1 shows the complete set of scales.

TABLE 1

SALARY SCHEDULES FOR NEW YORK TEACHERS
EFFECTIVE MARCH 1, 1969

Salary Step	C1-B.A. or base scale	C2-B.A. plus 30 credits	C6-B.A. plus 60 credits	C2 plus P.D. (M.A. or equivalent	C6 plus P.D.* (M.A. or equivalent+30
1	$ 6750	$ 7250	$ 8500	$ 8250	$ 9500
2	6950	7450	8750	8450	9700
3	7300	7800	9050	8800	10050
4	7650	8150	9400	9150	10400
5	8000	8500	9750	9500	10750
6	8350	8850	10100	9850	11100
7	8700	9200	10450	10200	11450
8	9050	9550	10800	10550	11800
9	9400	9900	11150	10900	12150
10	9750	10250	11500	11250	12500
11	10100	10600	11850	11600	12850
12	10450	10950	12200	11950	13200
13	10300	11300	12350	12300	13550
14	11150	11650	12900	12650	13900

*P.D. = Promotional Differential

Teachers at present in the system who have already achieved C6 under the former requirements or who can meet these requirements before July 1, 1970, will remain on this scale or be placed upon it. New entrants into the school system will be eligible for C6, however, only if they have actually earned an M.A. and have subsequently completed thirty credits. With this change in requirements C6 as an independent scale should in time disappear, since teachers who earn placement on C6 will automatically earn placement on C6 plus P.D.

These scales can be compared with those existing on June 30, 1962 prior to the institution of collective bargaining in the New York school system. Only C1, the base scale, C2 and C6 were in existence. The base scale started at $4800 and rose to $8650 in thirteen unequal increments, heavily weighted toward the top of the scale. The first two increments were $200 each; the next five were $270 each; the last six were $350 each. Teachers on C2 received an additional $400 at each step over the parallel step on C1. Teachers on C6 received still another $400. Table 2 shows these schedules.

TABLE 2

SALARY SCHEDULES IN EFFECT FOR NEW YORK TEACHERS IN JUNE 1962

Salary Step	C1 B.A. Base scale	C2 B.A. plus 30 credits	C6 B.A. plus 60 credits
1	$ 4800	$ 5200	$ 5600
2	5000	5400	5800
3	5200	5600	6000
4	5470	5870	6270
5	5740	6140	6540
6	6010	6410	6810
7	6200	6600	7080
8	6550	6950	7350
9	6900	7300	7700
10	7250	7650	8050
11	7600	8000	8400
12	7950	8350	8750
13	8300	8700	9100
14	8650	9050	9450

Since the inauguration of collective bargaining the lowest salary paid increased by 40.6 percent, the highest by 47.1 percent. Nor is this all. Take home pay also increased by the Board's assumption of the responsibility for payment (amounting to five percent of the teacher's salary) of the teacher's contribution toward his retirement income. Under the 1967-1969 contract, the Board agrees to support legislation to raise this payment into the pension reserve by an additional 3 percent, or, failing the passage of enabling legislation, to pay each teacher an additional percent.

Another increase resulting from collective bargaining took place in entry salaries. Formerly the highest entry salary was Step 6 on any scale for which the teacher qualified. Through negotiated increases in advanced salary placement allowed to entering teachers with prior experience in teaching or in work experience related to the teacher's license field, teachers may now enter the New York City school system on the eleventh step. Before July 1, 1961 they were limited to Step 7 no matter how extensive their prior experience had been. Moreover, year for year credit is now given in place of one year's credit for two years' experience. This change, it is hoped, will help to attract into the system experienced teachers and craftsmen. It is also aimed to enable the schools to compete for the services of mathematicians, scientists, and other specialists whose knowledge and skills are sought by industry.

Like New York, Detroit has several parallel salary scales for contract teachers. Contract teachers are those who meet in full the requirements of the Michigan State Certification Code. After a three year probationary period they acquire tenure in their positions.

The current Detroit contract, September 15, 1967 to July 1, 1969, provides for a substantial increase in the teachers' salary schedules by two stages. In the interest of simplifications only the final stage, effective September 1968, is discussed.[1]

There are four separate scales with the teacher's placement on a scale dependent on his academic qualifications. The first, or base scale, is for those teachers who have not attained an M.A. It starts at $7500 and rises by increments of $300, $400 or $500 annually to an eleventh step maximum of $11200. The $500 increment comes at the end of the probationary period as a reward for attaining tenure. The teacher may also at this time be transferred to a more difficult school. In general the $300 increments come early on the scale.

The second scale, $500 above the parallel steps on the base scale, is for teachers with an M.A. or the equivalent. The latter is defined as the completion of thirty-two semester hours of study beyond the baccalaureate in an accredited college or university, according to a plan approved in advance. The third scale, with a differential of $800 above the base scale, is for teachers with the M.A. plus an additional thirty credits of graduate work, completed subsequent to the granting of the M.A. and directed toward the fulfillment of doctorate requirements, or in "cognate studies designed to increase their effectiveness in their present or subsequent assignments." The fourth scale requires a doctoral degree and provides $1100 more than the parallel steps in the base scale. In addition the third and fourth scales each have a twelfth step which is $400 more than the eleventh.

---

[1] This is the third formal collective bargaining agreement between the D.F.T. and the Board. Prior to the first such contract an informal agreement between the D.F.T. and the Board had set a new salary schedule and a pledge not to change existing policy and practice without prior consultation with the Union.

A longevity bonus of $150 is paid annually in December to teachers still on the payroll who have thirty or more years of service as full-time employees of the Detroit school system. Table 3 shows all four scales. Table 4 shows the four scales in operation just prior to collective bargaining.

TABLE 3

SALARY SCHEDULES IN EFFECT FOR DETROIT TEACHERS 1968-1969

Salary Step	Base Scales	Master's or Equiv.	Master's + 30 hours	Doctorate
1	$ 7500	$ 8000	$ 8300	$ 8600
2	7800	8300	8600	8900
3	8100	8600	8900	9200
4	8600	9100	9400	9700
5	9000	9500	9800	10100
6	9300	9800	10100	10400
7	9600	10120	10400	10700
8	10000	10500	10800	11100
9	10400	10900	11200	11500
10	10800	11300	11600	11900
11	11200	11700	12000	12300
12			12400	12700

TABLE 4

SALARY SCHEDULES IN EFFECT FOR DETROIT TEACHERS 1963-1964*

Step	Base Scale	Master's or Equivalent	Master's Plus 30 Hours	Doctorate
1	$ 5,100	$ 5,400	$ 5,700	$ 6,000
2	5,400	5,700	6,000	6,300
3	5,700	6,000	6,300	6,600
4	6,000	6,300	6,600	6,900
5	6,300	6,600	6,900	7,200
6	6,600	6,900	7,200	7,500
7	6,900	7,200	7,500	7,800
8	7,200	7,500	7,800	8,100
9	7,500	7,800	8,100	8,400
10	7,800	8,100	8,400	8,700
11	--	--	8,700	9,000

*Prior to collective bargaining

Each of these new scales represents a rise of $1700 above the comparable step in the 1966-67 contract, the first agreement concluded by the Federation and the Board. The lowest step on the base scale is $2400 higher than the lowest step on the 1963-64 scale, which was in force prior to the first agreement between the Detroit teachers and the Board. The topmost step on the doctoral scale is $3700 above the top step of the pre-bargaining scale. Since the work year has been reduced by one week at the same time as the salaries have risen, the gain achieved in three rounds of formal bargaining is 50.8 percent at the bottom of the scale and 44.7 percent at the top.

These changes in the salary schedules should enable Detroit to attract and hold highly qualified teachers. It should be noted, however, that attaining a position on a scale other than the base scale is far more difficult in Detroit than in New York since the requirements are more structured and there are no rewards for sporadic or scattered studies. To attain a salary of $12,700 in Detroit one must actually have a doctorate. In New York a salary of $12,650 is given to teachers who have completed thirty college credits beyond the baccalaureate on the graduate or undergraduate level, with a concentration of 36 credits in a specific subject area. Until July 1, 1970 a New York teacher may attain a salary of $13,900 with an additional thirty credits, graduate or undergraduate in any area.

Detroit also has been less liberal in granting advanced salary placement for teaching service as a contract teacher in outside public school systems before entering the Detroit school system. Prior to the first agreement, teachers entering their first probationary year might receive four years advanced salary credit, starting on the fifth step. The first agreement made no change in this area. The new agreement, 1967-69, provides for an advance in the first year to entry on the sixth step and, in the second year, to entry on the seventh step. One year of military experience may be counted in lieu of one year of the outside teaching experience.

The salaries described are for a thirty nine week school year. Service beyond this time is to be compensated on a pro-rata basis.

The summary of the major features of the salary plans for permanent members of their teaching staffs negotiated by the school boards in New York and Detroit with the AFT locals in their cities, to be effectuated before the end of the 1967-1969 contract period is presented in tabular form.

SUMMARY OF 1969 SALARY PLANS FOR PERMANENT TEACHERS

		New York	Detroit
1.	Minimum Salary	$ 6750	$ 7500
2.	Maximum Salary	13900	12700
3.	Number of Salary Steps	14	11, or 12, dependent on scale
4.	Number of Salary Scales	5 (in effect will become 4 for new entrants)	4
5.	Requirements for Top Scale	M.A. plus 30 graduate credits, earned subsequently	Doctorate
6.	Maximum Allowable Salary Credit for Prior Experience at Entry	10 years	6 years
7.	Gain over Pre-bargaining Scales*		
	a. at Minimum	40.6%	50.8%
	b. at Maximum	47.1%	44.7%

*It is recognized that other factors also account for these gains, i.e.,the population explosion, shortages of qualified teachers.

2. Substitute Teachers

Included in the New York City bargaining unit are some 20,000 teachers without tenure called regular substitutes. These are teachers who have either not taken or not passed the competitive examinations given by the Board of Examiners for the selection of permanent school staff. They have passed a less rigorous non-competitive examination. In some instances, those serving many years as substitutes do not meet the present-day qualifications for permanent personnel. They are substitute teachers for at least a semester's duration, to fill vacancies resulting from leaves of absence or temporary assignments of permanent personnel out of the classroom, or from the inability of supervisors to find teachers who passed the regular examination and will accept appointments.

Substitutes progress up the steps of the same salary scales as do permanent teachers, except that the sixth step is the ceiling salary for them. The entry salary for a substitute teacher is limited to the fourth step, no matter how many years of prior experience he has had in other schools or in related fields.

The 1967-69 contract contains a promise by the Board of Education to phase out this teacher category by eliminating all examinations for substitute licenses after February 1, 1969. The penalty for failing to keep this promise will be the removal of the sixth step ceiling on substitutes' salaries and of the fourth step ceiling on entry pay.[2]

---

[2] The Board's decentralization plan calls for the discontinuance of competitive examinations and the substitution of a qualifying examination for all personnel to be administered at the district level. In effect, this will eliminate the distinction between probationary teachers and regular substitutes.

Under the new contract the Board agrees to give substitutes an additional percentage of their salaries to compensate for the increased take-home pay received by regular teachers as a result of the city's assumption of part of their retirement contributions. Substitutes are not eligible to contribute to the retirement system.

There are also an unknown number of men and women holding valid substitute licenses who are classified as per diem substitutes. They serve in vacancies ranging from a single day to months, sometimes even a full term. They are not included in the UFT bargaining unit, but under state law, for each day served, they must be paid one-two hundredths of the annual salary of a teacher with comparable years of experience, up to and including the sixth step. They, too, may qualify for any of the five salary schedules. They are not centrally assigned nor is there anywhere a master list of such teachers. A principal who needs the services of such a teacher must ferret one out for himself. Most schools maintain their own lists of per diem substitutes.

Substitutes are regarded by the Union as an exploited group whose existence threatens the status and compensation of teachers. The public sees them as a substandard group unable to meet the requirements set by the community for its teachers. Supervisors have on occasions admitted to using different criteria for rating the work of regular teachers and substitutes. Many cases have been brought to the attention of the Union by teachers who received satisfactory ratings while serving as substitutes but were later rated unsatisfactory by the same supervisors for the period when the latter were approached by the Board of Examiners to determine whether the teachers should be granted probationary licenses. Although many of those serving in regular positions are recent college graduates who want to earn while completing their graduate preparation for teaching, there is an appreciable number among them who have functioned as substitutes. Inasmuch as they are not permanent members of a school staff, they have been free to move about among schools and have added an element of instability to school faculties.

In Detroit per diem substitutes are called emergency substitutes, and regular substitutes are called Emergency Substitutes in Regular Positions (ESRP's). A separate three-step salary schedule is set up for substitute teachers, in almost every case below the level of contract teachers with comparable years of experience. Substitute teachers are not eligible for credit for outside teaching experience or for differentials for advanced preparation.

The current contract introduces further divisions in the ranks of each of the above categories of substitutes, with new salary distinctions. Emergency substitutes are divided into two categories: (1) unlimited substitutes, those who are fully qualified, are available three or more days per week, and are willing to accept an appropriate assignment in any school, and (2) all others. These "others" are teachers who may be interested in earning a little extra money if conditions are not too onerous or who have been unable or unwilling to complete all the required courses. "Unlimited substitutes" are paid at a higher rate than "others." Another new category introduced by the union in the current contract is the emergency substitute in a regular position with a limited certificate. The highest substitute rates are paid to emergency substitutes in regular positions who are fully or almost fully qualified. These rates match the first three years of the basic scale for teachers. (See Table 5.)

TABLE 5

SALARY SCHEDULES FOR EMERGENCY SUBSTITUTES: DETROIT

Categories	Emergency Substitute Earnings Per Day (Annual Equivalent)		Emergency Substitute in Regular Positions Bi-weekly Earnings (Annual Equivalent)	
1965-66[1]				
No experience[2]	$26.00 ($5,500)		$275.00 ($5,500)	
One year	27.50 (5,500)		290.00 (5,800)	
Two years	29.00 5,800)		305.00 (6,100)	
1966-67				
No experience	$27.50 ($5,500)		$290.00 ($5,800)	
One year	29.00 (5,800)		305.00 (6,100)	
Two years	30.50 (6,100)		320.00 (6,400)	
New Categories	Limited	Unlimited[3] (New category)	Teachers with 60 or 90 Day permits	Teachers with 1 yr or regular certificates (New category)
1967-68				
No experience	$27.50 (5,362.50)	$32.56 (6,349.20)	$290.00 (5,655.00)	$341.03 (6,650.09)
One year	29.00 (5,655.00)	34.50 (6,727.50)	305.00 (5,947.50)	356.41 (6,950.00)
Two years	30.50 (5,947.50)	36.00 (7,020.00)	320.00 (6,240.00)	371.79 (7,249.91)
1968-69				
No experience	31.50 (5,986.50)	36.92 (7,199.40)	330.00 (6,435.00)	348.62 (7,500.00
One year	33.00 (6,435.00)	38.46 (7,499.70)	345.00 (6,727.50)	400.00 (7,800.00)
Two years	34.50 (6,727.50)	40.00 (7,800.00)	360.00 (7,020.00)	415.38 (8,099.91)

Notes

1. In 1965-66 and 1966-67 the school year was 200 days or 40 weeks long. In 1967-68 and 1968-69 the school year was reduced to 39 weeks. This change is reflected in the annual equivalents of the daily or bi-weekly salary.
2. This means experience in Detroit public schools.
3. Defined as a substitute teacher who is fully certified, available at least three days a week, and willing to accept assignment in any school.

These distinctions seem to have two objectives; to convince substitute teachers they must be willing to teach in what are commonly accepted as more difficult schools and that they must attain full certification. In contrast the New York local has won a clause penalizing the Board if the substitute category is not abolished, by eliminating most of the wage distinctions between substitute teachers and regular teachers. It should be remembered that as the State Education law now stands in New York, the Board cannot simply place all qualified teachers willing to accept full time positions on probationary status, but must await sanction by the Board of Examiners, whereas there is nothing in Michigan law to prevent this.[3]

---

[3] Since the above was written, Mayor Lindsay has been empowered by the legislature to appoint additional members of his own choice to the Board. With the resignation of several members of the Old Board the balance of power has swung to the newcomers and the Board now feels it can satisfy state law requirements by holding non-competitive qualifying examinations for permanent personnel in local school districts with the assistance of the Board of Examiners.

SUMMARY OF CONTRACTUAL ITEMS AFFECTING SUBSTITUTE SALARIES

	New York	Detroit
1. Number of categories of substitutes	Two: Per diem and regular	Four: Limited Emergency Substitutes, Unlimited Emergency Substitutes in Regular Positions with 60 or 90 day permits. Emergency Substitutes in Regular Positions with one year certificates or better.
2. Basis of distinctions among categories	Length of the assignment, full term or shorter	Length of the assignment, teacher's qualifications and willingness to accept assignment
3. Number of steps in salary scale	Six[2]	Three
4. Minimum salary		$31.50 Per Day
a. Per diem (emergency Substitute)	$33.75 per day[3]	
b. Regular Substitute (Emergency Substitute in Regular Position)	$6750.00 per annum[3]	$330.00 bi-weekly ($6435.00 per annum)
5. Maximum salary		
a. Per diem (Emergency Substitute)	$55.50 per day[3]	$40.00 per day
b. Regular Substitute (Emergency Substitute in Regular Position)	$11,100 per annum[3]	$415.38 bi-weekly ($8099.91 per annum)
6. Maximum entry salary	Step 4	Step 1

Notes:

1. All figures are given as of June 30, 1969, date of termination of these agreements.
2. If the Board's pledge to abolish substitute examinations and issue no new substitute licenses after June 30, 1969 is not kept, substitute teachers will be eligible for advancement to Step 4.
3. The Board will also be bound, in that case, to increase the salaries of substitutes by an amount equivalent to that which it is either paying into the pension system or directly to the teachers as a Reserve for Increased Take Home Pay.

C. Health and Welfare Benefits

New York City teachers are provided with basic medical coverage for themselves and their families fully paid by the Board of Education. They have the choice of three systems of coverage, The Health Insurance Plan, Group Health Insurance, and Blue Shield-Major Medical Insurance. While the medical benefits of these plans differ substantially, all are accompanied by hospital insurance providing full payment for semi-private care for three weeks plus an additional 180 days at a discount.

In 1965 the UFT succeeded in having a Welfare Fund established to which the Board contributed $140.80 per annum per teacher in the bargaining unit. This fund provides supplemental benefits tailored to fit in with the medical plans from which teachers are free to choose. For example, for teachers who have chosen H.I.P., the Welfare Fund pays that part of the cost for prescribed drugs which exceeds seventy-five cents per prescription. For Blue Shield-Major Medical subscribers it pays in full for the services of visiting nurses and an additional maternity allowance.

For all members of the bargaining unit, the Fund provides increased hospital insurance so that between the basic medical plan and the Fund the teacher is covered for 120 full days in the hospital and 180 discount days. In addition, dental care and the cost of eye glasses is also paid for by the Welfare Fund.

The 1967 agreement raises the Board's contribution to $165 per member per annum effective September 1, 1967, and to $190 per member per annum effective September 1, 1968. The use of the additional monies will be determined by the Fund's trustees. Part of it will be used to provide college scholarships for the children of members of the Fund.

In Detroit the Board fully subsidized hospital - medical - surgical insurance for employees prior to the first agreement and partially subsidized such insurance for dependents. The current agreement raises the amount of such insurance from $25.00 and $28.00 per day on hospital charges for ward and semi-private accommodations respectively to $30.00 and $33.00 respectively. In addition provision is made for full payment of the cost of confinement in an intensive care unit. Hospital-Major Medical insurance is available to the insured employee, but it is not subsidized. A teacher may elect to apply the hospital - medical - surgical subsidy to coverage under the Community Health Plan but most bear any additional costs this may entail himself.[4]

In addition, the current agreement binds the Board to underwrite a basic group life insurance policy for all appointed personnel and those Emergency Substitutes in Regular Positions who have held such positions for two years immediately preceding death or retirement. The policy pays $1000 upon the death of an employee in active service or $350 for a retiree. The contract further provides that the Detroit public schools will continue to pay ten percent of the cost of supplementary group life insurance and somewhat liberalizes the option for securing disability insurance for older teachers.

There is no provision for an independent Welfare Fund.

---

[4] Established by U.A.W. and other Detroit unions.

SUMMARY OF CONTRACT PROVISIONS GOVERNING HEALTH AND WELFARE

	New York	Detroit
1. Basic health	Teacher has choice of three medical and hospital plans covering himself and his family, paid for by the Board.	Subsidized hospital, medical and surgical insurance for the teacher, up to $33 per day for semi-private accommodations. Partial subsidy for dependents. Full payment for cost of confinement in intensive care unit.
2. Welfare Fund	In 1967 the Board contributed $165 per bargaining-unit member, i.e., regular teachers on active service, sabbatical leave, paid sick leave, or terminal leave and regular substitutes and $190 in 1968.	No welfare fund. Board to underwrite a basic group life insurance policy for contract teachers and E.S.R.P.'s who have served as such for 2 years immediately prior to death or retirement. This pays $1000 for teacher in active service, or $350 for retiree. Board pays 10 percent of supplementary group life insurance. Disability option of this policy to be available to age 70 or age of mandatory retirement, if extended further. In case of an injury compensable under workman's compensation leave, the teacher receives free medical, surgical, and/or hospital care at a list of designated hospitals.

D. Teachers Programs

Clauses governing teachers' programs and duties are found in two discrete sections of the New York contract. Some are found in Article IV, Working Conditions. These are stated in unequivocal terms with a minimum of escape clauses. Others are found in Article V, Statement of Policy Relating to Day School Teachers. These allow much more room for administrative discretion. Most of these clauses are modified by the words, "...where advisable and possible." The teacher who complains of violation of such clauses has the burden of proving that the action complained of is "arbitrary and capricious, discriminatory, or outside the range of activities consistent with professional obligations."

The greatest innovations in programming arising from collective bargaining are to be found in the elementary schools. With minor exceptions, the elementary school teacher, prior to collective bargaining, spent all his time while in school in his own self-contained classroom teaching his class. He met his class at about 8:40 A.M. and taught until noon, then led the class to the street floor and the exit, had lunch, and met the children again at about 12:45 P.M. for a session which ended only when they were again led downstairs at 3 P.M. The teacher's lunch period was frequently reduced to less than half an hour by an assignment to cafeteria and patrol duties. Several times a term each teacher took a turn at pre-school and after-school yard and bus patrol duties. This schedule not only left him no time for preparation of lessons and materials, but also disregarded for the most part the teacher's need for time to attend to personal physical needs.

The New York 1967-69 contract contains provision in Article IV (Working Conditions) for a full 50-minute duty-free lunch period and for two preparation periods per week to be given each teacher. In special service (ghetto) schools, each teacher is to have four preparation periods per week in the first year of the contract, and five per week in the second year. This has been made possible by the creation of positions for "cluster" teachers in the elementary school, teachers without homeroom classes who relieve homeroom teachers for the necessary time. One such teacher is assigned to groups of teachers called a "cluster." He works closely with the teachers in his cluster. He teaches either special subjects such as music, art, science and health education, or the fundamental skills. The principal is ordered to assign other "professional" activities to these teachers in time not needed for such relief teaching, and to assign them the same number of preparation periods and non-teaching duties as other teachers in the school.

Preparation periods may not be taken away except in an emergency. The teacher must be compensated for any preparation periods lost in excess of two in any term.

In Article V (Educational Policy) provision is made for the principal to hold faculty meetings in the spring to discuss the program for the following year. He must allow teachers to fill out preference sheets with respect to the grade level and type of class the teacher would like for the following school year and make provision to discuss these requests with the teachers. Again, "where advisable and possible," the principal must honor these requests. Where conflicts in requests arise, seniority must determine the principal's choice, provided the qualifications of the applicants are equal. Special classes for gifted children must be rotated every three years; "more difficult" and "less difficult" classes on each grade level, and assignment to portable classrooms must be rotated annually.

Provisions governing the programming of teachers in Detroit are fewer and simpler than those found in the corresponding sections of the New York agreement. Moreover, they are stated in terms which clearly allow the school administration far more latitude than is envisaged by the UFT in New York City.

The contract enumerates the purposes for which teachers shall use the school day. The list includes planning and preparation; evaluation of pupil progress and discussion with colleagues of the effectiveness of the plans and their implementation; reporting on pupil progress to the school administration and to parents; assuming responsibilities for the education, health, safety and welfare of their pupils; providing professional service in the development and implementation of quality education.

Provision is made for the expression by the teacher of preferences of grade level, subject, department assignment, extra-curricular assignment, and school committee assignment. No teacher may be required to teach outside his area of certification. To be considered for the following semester, the teachers' requests must be filed by October 15th or March 15th, and they remain on file for one school year. There is no obligation on the principal to solicit these requests. Consideration is to be given to requests on the basis of seniority and competency of the individual in the judgment of the principal. If seniority is tied, priority of request shall rule. Requests for such assignments which are not acted upon must be refiled each September to remain active.

A teacher who files a request to be relieved of a section within a grade level, a room, or an extra-curricular activity must be relieved of the activity no later than one year after filing the request. "Light" and "heavy" duties must be rotated except that teachers may exchange or continue duties, if there is mutual consent and the approval of the administrator. A tentative school program and assignments must be posted at least ten school days prior to the end of the semester and a final program when it is established.

Any loss of preparation periods necessitated by the needs of the school must be equitably rotated. The teacher who loses a preparation period must subsequently be granted equal time at a mutually convenient time. Substitute service is to be provided for teachers who take their classes on trips, if a substitute is available and the school cannot otherwise provide this class coverage. This is not intended to require the loss of preparation periods or preclude voluntary exchange of such periods.

For the elementary school teachers there is provision for three preparation periods per week upon the hiring of additional staff to implement this or upon the equitable redistribution of staff. The Board has made a public commitment to hire additional teachers.[5] Beginning with the sixth week of the term a joint committee of the Union and the Administration will review the schedules of elementary schools not meeting this commitment and continue to the review of those schools not providing four and five such periods, for the purpose of implementing additional preparation periods.

Each elementary school teacher is to have a forty-five minute duty-free lunch period. The administration is constrained to take positive action to provide special education teachers with a duty-free lunch period. In any school where it has failed to accomplish this, the administration must state the reasons in writing at the request of the Union.

---

[5] For fifteen years Detroit has had "resource" teachers assigned to a school building to provide substitute service. When not engaged in that service, the resource teachers provided relief (preparation) periods for all teachers on a regular schedule.

SUMMARY OF CONTRACTUAL ITEMS AFFECTING TEACHERS PROGRAMS

	New York	Detroit
1. Timetable a. Statement of preferences	Principal must ask for these early in the spring.	Must be made known to principal by Oct. 15 or Mar. 16. Teacher's responsibility.
b. assignment	Must be received by June 15.	Tentative program must be made known at least 10 days before end of semester.
2. Items open to choice.	Qualifications of the teacher. Seniority in the school.	Seniority and competence, in judgment of the principal. Priority of request.
4. Rotation	Classes of Intellectually Gifted, every 3 years; "more difficult" and "less difficult" classes, annually.	"Light" and "heavy" duties. Teacher who requests relief from a section, room or extra-curricular activity must be relieved within a year of request.
5. Preparation periods a. Number	Two per week, except in special service schools which have 4 per week in 1967-68 and 5 per week in 1968-69.	At least three per week, dependent on hiring more teachers.
b. Loss	Only in emergency. Any in excess of two per term must be compensated by equal time.	Such losses must be rotated. All must be compensated.
6. Lunch period	50 minutes, duty free.	45 minutes, duty free, except in emergencies.

E. Relief from Non-Teaching Chores

In the elementary schools of New York City (except for teachers assigned to supervise school aides), teachers are relieved of all patrol duties (yard, bus, lunchroom, hall and staircase); of all work on a school-wide basis related to the handling of books, supplies, etc.; and are not responsible for the collection of money for milk or school-banking. They are also relieved of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips. Such bus patrol duties as must be assigned before or after school, will, in non-special service schools, be given to teachers without homeroom classes who will receive compensatory time at the beginning or end of the day.

Provision for relief of teachers from non-teaching chores in Detroit elementary schools is far less detailed than in the New York agreement. There is no listing of non-teaching chores from which teachers will be relieved. There is merely a statement that aides should be provided and that positive action be taken by the administration to eliminate the need for teachers to perform such duties. The action includes the active seeking out and utilizing of state and federal funds by the administration. Such non-teaching duties as must still be performed by teachers are to be equitably assigned to the staff.

Special provision is made committing the administration to calling upon the police department to perform police duties in and around schools and disapproving the assignment of teachers to police off-campus areas, except at regularly scheduled off-campus events.

F. Provisions For Leave

1. Sick Leave

The general rule governing sick pay for educational personnel in New York City is an allowance of ten days per year of absence for illness with full pay. This is cumulative to a total of 200 days for a permanent teacher, and 120 days for a substitute. When that limit is reached the teacher is credited with ten days at the beginning of the next school year, if he is a regular teacher, or five days each semester if he is a substitute, against which any absence occurring during that school year is charged before dipping into the reserve. Any unused days among the ten days allowed are forfeited at the end of the school year.

A newly appointed teacher is credited immediately with twenty days reserve, but receives no additional sick leave until his third year. A regular teacher who has exhausted his sick leave reserve may "borrow" up to twenty days. There is provision for retention of unused reserves by substitutes who accept regular appointments and by regular teachers who resign or retire and continue to work as substitute teachers.

Under the 1967-1969 agreement, regular teachers who are absent no more than ten days during the school year need no longer produce a signed statement by a physician attesting to the illness. The same provision applies to substitute teachers absent no more than five school days in a semester. This clause eliminates a requirement teachers found irksome and humiliating.

Under the regulations of the Board of Education teachers who suffer accidents in the line of duty are paid their full salaries without deduction from their cumulative absence reserves. The new agreement applies the same principle to three well-known children's diseases, mumps, measles, and chicken-pox.

Detroit had inaugurated a sick leave policy prior to collective bargaining comparable to the New York City system.

A first year probationary teacher started with a reserve of ten days. Thereafter he received fifteen days per year. Unused days were accumulated up to a limit of 200 days. A contract teacher who had exhausted his reserve might borrow up to ten days -- five days for a first year probationary teacher -- which would be deducted at the beginning of the next school year. A teacher who terminated his employment prior to that date was expected to repay the monetary value of the borrowed sick days he had used. Unlike New York, Detroit required a physician's statement only after the eleventh consecutive day of absence for personal illness.

While the 15 days per year is more generous than New York's allowance of ten days per year, New York reimburses, without charge against his reserve, the teacher who is absent for three days because of a death in the immediate family, or for one day to attend the funeral of some other relative. Absence due to quarantine regulation, to a mandated court appearance, to a transportation failure or breakdown, is also reimbursed without reference to the cumulative sick leave reserve. On the other hand, Detroit allows a teacher to charge against his cumulative reserve an absence to attend a wedding in the immediate family, to arrange for the wedding, or in connection with the employee's own wedding, to care for a member of the immediate family until other arrangements can be made, for required religious observance, and for other personal business which must be performed within the school day. New York teachers absent for similar reasons may be excused, but without pay.

As a result of the third round of bargaining Detroit has added the following provisions to the sick leave plan. Teacher absence resulting from a school-related assault shall not be charged against the cumulative reserve, although the teacher is to receive full remuneration. Likewise absence of five days or less resulting from enumerated childhood diseases shall not be deducted from the reserve. In the latter case, the statement of a licensed physician is required as proof.

For leave in case of a death in the family, the contract extends the definition of "immediate family" to include a mother or father-in-law. Also the period allowed an employee for attendance at his own wedding is extended from five calendar days to five working days within a period of seven calendar days.

School-connected injuries resulting from accidents rather than assaults are compensable under Workman's Compensation.

SUMMARY OF SICK LEAVE PROVISIONS

	New York	Detroit
1. Number of days	Regular teacher 10 days per year, cumulative to 200 days. Regular substitute, 5 days per term, cumulative to 120 days.	First year probationer, 10 days. Subsequently 15 days per year, cumulative to 200 days. No provision for non-contract teacher.
2. Provision for "borrowing" days.	Regular teacher may borrow 20 days.	Contract teacher may borrow 10 days.
3. Types of illness not charged against cumulative reserve.	Accidents in the line of duty, mumps, measles, chicken pox.	Contract teacher may borrow 10 days.
4. Doctor's certification	Absence in excess of 10 days within a school year.	After 11th consecutive day of absence, and in special case of children's disease.
5. Other absences which may be charged to cumulative reserve.	None	Wedding in the immediate family. Teacher's own wedding, 5 working days within a 7 day period. Death in the family. Care for a member of the family. Religious observance. Personal business which must be performed during school day.

2. Terminal Leave

Teachers who are eligible for retirement and who have unused cumulative absence reserves are, prior to retirement, eligible for a leave known as a terminal or retirement leave. This is a leave at full pay for one-half the number of days in the absence reserve; in no case may it run longer than a single semester, usually between 90 and 95 days.

Beginning with September 1, 1967 the privilege of receiving payment for half the days in the cumulative reserve is extended to teachers who resign or to the estates of those who die in service before achieving eligibility for retirement. This is limited, however, only to reserves accumulated after September 1, 1967.

The knowledge that unused sick days will not be lost to the teacher in case he leaves the system will, it is thought, act as a deterrent to the abuse of the sick leave privileges.

Upon retirement an employee in Detroit may receive payment for one-half his unused sick days up to maximum allowance of 30 days. No changes dealing with this regulation appear in the contract.

SUMMARY OF TERMINAL LEAVE PROVISIONS

	New York	Detroit
1. How accumulated	Unused sick leave.	Unused sick leave.
2. Length	Half the number of days in the reserve, but in no case more than 1 semester.	Half the unused sick leave, to a maximum of 30 days.
3. Eligibility	Eligibility for retirement. For reserves accumulated after 9-1-67, resignation or death in service.	Eligibility for retirement.

3. Other Leaves

A teacher in the New York City school system may take a six month sabbatical leave for restoration of health, for travel, or for study, and in some cases for rest, after seven years of service on regular appointment, or any multiple thereof. Before 1962, a teacher on sabbatical leave lost from 60 to 65 percent of his pay for the six months of the leave -- every such leave includes a vacation month -- depending on the cost of substitutes to replace the teachers on leave. From the remainder was deducted a contribution to the pension system based on the teacher's full normal salary, federal withholding tax, and the cost of medical insurance. At that time the teachers were paying half the cost of enrollment in the Health Insurance Plan. Since the pension contribution was often as much as 15 percent of the full salary, it might be more than 30 percent of the sabbatical pay. The minuscule take-home pay resulting made sabbaticals impractical for most teachers.

Under the current agreement the teacher is given 55 percent of his regular salary for the six months of the sabbatical leave. The rise in the take-home pay is, however, greater than the surface difference of 15 percent. It is augmented by the Board's assumption of responsibility for contributing 5 percent of the teacher's salary to the pension fund in lieu of a similar contribution by the teacher. This rises to 8 percent under the current contract. The higher salary rates the UFT has negotiated -- a rise of from 40 to 47 percent above 1962 levels -- also raises the sabbatical pay.

The contract provides that leaves without pay are to be granted to teachers on regular appointment for purposes of study related to the teacher's license field, to meet eligibility requirements for another license, or to enable the teacher to accept a teaching position abroad, provided it is a position sponsored or approved by the United States government. Substitute teachers, not being permanent employees, may leave the system when they wish, for any purpose they wish, and for as long as they wish.

All these leaves are subject to the "urgent needs of the school to which the teacher is assigned." Sabbatical leaves may be restricted to a small percentage of the faculty in any school.

There is no provision in the contract for leave for personal business although there is a permissive clause in the by-laws authorizing such leave for periods of up to one month. On such a leave the teacher loses pay for each day of absence, but is paid for Saturdays, Sundays, and holidays.

Fourteen leaves of absence without pay during any school year are available for Union officers or employees. Teachers on such leave receive credit toward their annual salary increments on the appropriate salary schedule, and toward retirement. These employees must make regular monthly contributions to the Retirement System, based on their earnable salaries for the period of the leave.

The New York City school system grants leaves for maternity and care of child ranging from three to five years. A teacher may shorten this leave, if she wishes. The contract provides that pro rata credit toward a salary increment must be given to the teacher to whom such leave was granted during the school year. It also provides that teachers may perform per diem substitute service during such a leave without being required to resign their regular licenses and appointments. This provides the school with a pool of qualified substitutes and enables the teachers on leave to keep in touch with the schools and to refresh their skills.

Detroit teachers may apply for a year's sabbatical leave at half pay for study or for some other activity designed to effect professional improvement. A well-considered plan must be presented in advance, and both an interim report at midyear and a final report on the first day of the month following the teachers' return to service are demanded.

The teacher must sign an agreement to return to Detroit school service for at least one year after his return. Failure to keep this promise obligates the teacher to return all compensation received. Failure to serve for at least three years after the return to service obligates him to make a partial refund.

The teacher receives his scheduled salary minus the salary of a fulltime substitute, unless that would bring his salary below 50 percent. He may receive other compensation while on the leave, but if this brings his total compensation above 50 percent, the Board will reduce his sabbatical pay accordingly. The same deductions are made from the teacher's check as in New York.

The only change made in these regulations by the contract was to enable a teacher who is otherwise eligible for a sabbatical leave to move directly from a professional leave to a sabbatical leave without first returning to active service for three years.

A professional leave is a leave without pay granted to a teacher who is elected or appointed to a position in government service or in a recognized teacher organization. The contract extends experience credit both to teachers on professional leave and to teachers who serve in the Peace Corps. This insures the same vertical advancement on the salary schedule as service of the same period in Detroit public schools.

SUMMARY OF PROVISIONS GOVERNING OTHER LEAVES

	New York	Detroit
1. Sabbatical leaves		
a. Length	6 months	1 year
b. Purpose	Study Travel Restoration of Health Rest	Study or professional improvement
c. Eligibility	After 10 years of service, 7 years of which are on regular appointment. Upon completing any multiple of 7 years on regular appointment.	Seven years of continuous or 10 years of non-continuous service, 3 of which must immediately precede the leave.
d. Compensation	55 percent of salary	Scheduled salary minus the cost of a full time substitute, maximum deduction to be 50 percent of scheduled salary, unless teacher earns additional money while on sabbatical.
2. Professional leave		
a. Purpose	Full time employment by Union	Full time employment by recognized teacher organization. Elective or appointive government office.
b. Number	Fourteen	Contract is silent.
c. Conditions	Leave without pay, but teacher earns increments on the appropriate salary schedule, and retirement credit. Must contribute to Retirement system.	Gets experience credit. Does not lose sabbatical rights
3. Maternity and/or child care	Leave without pay for period of 3 to 5 years. Teacher gets pro rata service and increment credit for partial year preceding leave.	Leave without pay for period of 2 years. May be extended on request to 3.
4. Other leave without pay	Study in field related to license or to qualify for another license. To accept teaching position abroad in U.S. government sponsored school.	Contract is silent.

G. Class Size

The New York City contract sets precise ceilings on class-size in every division. Pre-kindergarten classes are limited to no more than 15 pupils per teacher and kindergarten classes to 25 pupils per teacher. No elementary school subject class is to exceed 33 children in 1967-68 or 32 children in 1968-69.

These limits are qualified by provision for exceptions based on: (1) lack of space, (2) a resulting increase in numbers of children on shorttime sessions, (3) the resulting creation of half-classes or (4) the desirability of a larger class for purposes of specialized or experimental instruction. An example of specialized instruction would be a class for the intellectually gifted. Upon the request of the teacher affected the principal must stipulate the reason, in writing, for exceeding the class-size limit.

The effect of such clauses can be seen from a comparison of class size figures for the 1961-62 (before the contract) and 1966-67. In 1961-62 teacher allotments to schools were made on the basis of an average class size. There was no maximum class size established. Although the mean size of all elementary school classes was 30.6, 3260 of the 15,826 classes, 20.4 percent, had registers ranging from 35 to 49 pupils. (Sixty-Fourth Annual Report of the Superintendent of Schools of the City of New York, Statistical Section, School Year 1961-62, Bureau of Educational Research and Statistics, Board of Education, New York, N.Y., p. 105.) In 1967 only 541 elementary school classes out of 19,118 (2.8 percent) had a register over 35. There were still 11 classes, consisting of 40 to 44 children (.015 percent).[6]

The section devoted to class size in the Detroit agreement starts with a joint statement acknowledging the desirability of reducing class size in Detroit Schools. Pending such reduction, there is a provision forbidding the exceeding of median class sizes of the 1966-67 school year or the 1967-68 school year, whichever is smaller. In March 1967, the median class sizes were 31.80 in kindergarten classes and 33.24 in elementary classes.

The upper limitation is protected by the provision for a Joint Class Size Review Board to hear complaints by any teacher whose class exceeds 39 in 1967-68 or 38 in 1968-69. This Board is empowered to investigate complaints; to select particular schools and classes for review; to recommend the method of use of specific state or federal funds in reducing class size. Any recommendation of this board which is not acted on within 30 days by the school board must be referred to a special meeting of the joint conference committee of the Board and the Union. Guidelines for the Review Board are included in the contract. In October 1965, 2,146 out of 5,620 classes (49.2 percent) were over 35 in register, 3 of them over 44. In October 1967, only 1,413 classes out of 4,438 were above 35 in register (31.8 percent) and none of them were above 44.

Two special cases are specifically provided for. Available federal funds are to be used to reduce classes in the inner city schools to a maximum of 25 students per regular class.

---

[6] Figures not yet published, obtained from the Bureau of Educational Research and Statistics.

Also, in 50 schools where the fourth grade reading level is below the national norm, primary unit classes (non-graded primaries) are to be reduced to 30 pupils each.

Although no provision appears in the contract, special education classes are held to 15 pupils each. A sixteenth pupil may be admitted by transfer with the consent of the teacher.

SUMMARY OF CLASS SIZE PROVISIONS

	New York	Detroit
1. Limitations on	The following ceilings have been established: 15 in pre-kindergarten; 25 in kindergarten; 33 in 1967-68 in grades 1 through 6, and 32 in 1968-69.	Only half the classes may exceed the median 31.8 in kindergarten or 33.24 in other grades. Federal funds will be used to reduce inner-city school classes to 25 per class. These correspond to New York's "special service" schools. Non-graded primaries will be reduced to 30 pupils in as many of 50 schools with 4th grade reading retardation as available funds will allow. A ceiling of 39 has been established for 1967-68 and 38 for 1968-69.
2. Exceptions	Ceilings may be exceeded if (1) there is no room available for another class; (2) another class would increase the number of children on short session; (3) or would result in half classes; or (4) a larger class is desirable for specialized or experimental instruction.	A joint review board will investigate classes which exceed these limits and recommend (1) priorities for correction, (2) methods of correcting inequities, and (3) methods of use of specific state and federal funds.

H. Time Limitation

The contract limits the New York teacher's school day to six hours and twenty minutes and "such additional time as the By-laws provide." The By-laws permit the principal to add forty minutes to the school day with the consent of the district superintendent. In practice the use of this extra time has been limited to faculty conferences once a month.

The six hours and twenty minutes is inclusive of a lunch hour. The contract mandates a 50-minute, duty-free lunch period for elementary school teachers who formerly enjoyed only a thirty-minute, duty-free lunch period.

The UFT contract is silent on the subject of the school year. However, an attempt by the Board of Education to extend the school year by two days was defeated in 1966 by determined action on the part of the union.

The agreement concluded between the Detroit Federation of Teachers and the Board of Education contains limitations on the clock hours in the teachers regular school day. In elementary schools the day is limited to six and a half hours, inclusive of a lunch period. Prior to the contract it was the Board's custom to tell teachers they were required to be in school well in advance of the pupils to check the condition of the room, and to remain at least a half hour after the dismissal of pupils for consultation with principals, other teachers, parents and pupils.

This time limitation is accompanied by a clause enumerating the purposes for which the school day is to be used by the teachers.

There is also a clause advising teachers to reserve Wednesday afternoons for various school meetings, with provision for early dismissal for two such meetings per semester, four per year.

One of the hotly contested issues of the most recent round of bargaining was a limitation on the length of the school year. The teachers won a reduction from a 40 week to a 39 week school year, bringing Detroit into line with neighboring school districts. This limitation is expressed in terms of the annual salary. The 1966-67 contract had merely required that the Board pay each teacher a day's pay for each day of service in the 40th week upon separation from the service. That clause is not repeated for the years 1967-69.

SUMMARY GOVERNING PROVISIONS FOR TIME LIMITATIONS

	New York	Detroit
1. School day	Limited to 6 hours and 20 minutes, inclusive of a 50-minute duty-free lunch period, plus "such additional time as the By-laws provide."	Limited to 6 hours and 30 minutes, inclusive of a 45-minute, duty-free lunch period. Wednesday afternoons must be reserved for school meetings, with early dismissal mandated for 2 such meetings per semester.
2. School year	Contract is silent	Limited to 39 weeks with pro rata pay for any additional time.

I. Assignments

In New York the assignment of teachers to schools upon appointment to a permanent regular position has been the prerogative of the Board. The Board must offer an assignment to each eligible high enough on a list. For example, if there are 500 vacancies, the first 500 eligibles must each be offered an appointment. But the specific school to be offered to a specific eligible is a matter of Board discretion.

Custom dictates offering appointments in the home borough to teachers with the highest examination scores where there are more applicants resident in the borough than positions available. The Board has recently adopted a system of assigning in rotation to special service and non-special service schools within the boroughs.

The union fought for and secured a provision for placement of regular substitute teachers by an objective central placement unit. Formerly the principals were allowed free choice among the substitutes, and substitutes were allowed free choice among available schools. Central placement seemed to the union a more dignified and equitable method of securing fair treatment of substitutes and insuring more even distribution of available teachers among the schools. It also eliminated a condition which allowed some qualified teachers to remain substitutes and pick their schools instead of accepting appointment.

Provision is made for retention by principals of substitute teachers found satisfactory. After the first year of service in the school a substitute is protected in retention of his assignment by an inverse seniority system which must be used in case of the disappearance of vacancies. For those substitutes seeking assignment or reassignment an elaborate system of priorities is spelled out, insuring first preferences to those teachers who seek to return to regular service after resignation;[7] then to substitutes who have passed the examination for regular license but have not yet been reached for appointment; thirdly, to "displaced" substitutes, those whose positions have disappeared; fourthly, to new substitutes who served during the previous year in special service schools or in ongoing school programs; and last to all others seeking assignment in order of their length of service in New York City schools.

Substitute teachers who refuse an assignment without "good cause" (this is also spelled out in the agreement) may not be assigned as regular substitute teachers for that school year. Although they may fill long term vacancies they will be designated "per diem" substitutes. They lose all welfare fund benefits and most of their sick pay rights. A principal who refuses to accept an assigned substitute must give his reasons in writing and, unless he can show the position has disappeared, will be overruled by the Division of Personnel.

In addition there are provisions for definite periods of notice to be given to substitutes whose positions disappear, or for per diem employment within the district for the stated period, if the position disappears too suddenly to allow for notice.

---

[7] These teachers must spend at least one semester in service as substitutes, if the period of interruption of service has exceeded five years, prior to reinstatement as permanent teachers.

The right of a regularly appointed teacher to retain his position in a given school is protected by a provision that the Board must abide by "excessing" rules already in existence, which set down in detail the order in which regular teachers must be transferred out of a school when there is a shrinkage in staff needed. In those sectors where no such rules have been set up, plans must be prepared in consultation with the Union.[8]

The Detroit contract is silent on the subject of the assignment of contract personnel and substitutes in regular positions to vacancies. The board's regulations provide for offering vacancies alternately to new appointees and to teachers seeking transfers. The date of the candidate's eligibility and the subject he is qualified to teach determines his place on the eligibility list. The contract does, however, commit the Board and the Union to working toward the equitable distribution of substitute teachers in the city schools. Even per diem substitutes are centrally placed.

Provision is made for the trial use of a peer rating form, developed by the Union and the Office of Personnel, for selecting teachers for promotional positions. This includes not only administrative and supervisory positions, but also such positions as senior teachers and counselors.[9] Review of teacher-promotion policies by a joint Union-Board committee is mandated.

---

[8] The Union fears losing this power as a result of the implementation of decentralization plans.

[9] The conditions of eligibility for these positions is found in Teacher Bulletin No. 4, New York City Board of Education, 1966.

SUMMARY OF PROVISIONS GOVERNING ASSIGNMENT OF TEACHERS

	New York	Detroit
1. Permanent regular teachers	Contract is silent on first assignment. Governed by established policy and practice. Involuntary transfer due to need to reduce school staff is governed by "excess" rules.	Contract is silent on assignment of contract teachers to vacancies. Board's policy is to alternate in offering vacancies to transferees and new appointees. Joint commitment on part of Board and Union to work toward equitable distribution of substitutes in city schools, and toward integration of school staffs.
2. Regular substitutes	Centrally placed, with elaborate system of priorities spelled out to protect (1) seniority rights, (2) supply of beginning teachers, and (3) stability of school staff. Teachers acquire seniority rights if they are retained after the first year of service in a school.	Contract silent. Centrally assigned in accordance with established policy and practice.
3. Per diem substitutes	Contract is silent. These teachers are not in the bargaining unit. Selected by principals in accordance with custom.	Contract is silent. Centrally assigned.

J. Transfers

Prior to collective bargaining, a New York teacher who wanted a transfer would have to ferret out for himself a list of vacancies open for transfer, arrange for an interview with the principal of a school which had a vacancy, and then go, hat in hand, to secure the signature of the principal and of the district superintendent of the desired school. He was also obligated to secure the signature of his own principal and the district superintendent. Very often the approval of the former pair was made contingent upon the approval of the latter. This often discouraged many teachers who were reluctant to let their principals know in advance that they were seeking transfers since strained relations often developed as a result. If he survided these hurdles, the teacher then presented his transfer application to the Division of Personnel, which might or might not approve the transfer. Only teachers who had completed probation were eligible for transfer. Substitutes, on the other hand, changed schools with no formalities. If a principal wished to hire any particular substitute to fill a long term leave, he could take any substitute teacher who applied.

Regular teachers found the transfer procedure unpredictable, inequitable, and often humiliating. It was almost impossible to secure a release and to transfer from difficult-to-staff schools. The teachers without friends on the supervisory level felt they were locked in their schools. Transfers seemed available only through influence and favor. If there was a personality clash between a teacher and his principal, the only way out of what might be an intolerable situation for the teacher was resignation. Many teachers turned to other school systems. Some chose substitute status in the new York school system, a status which gave them freedom of movement.

The UFT-Board of Education agreement sets up formal, impersonal transfer procedures for every category of employee in each of the bargaining units. On a given date lists of vacancies available for transfer are sent to the schools. A teacher with five years of service on regular appointment (equivalent to "contract" teacher in Detroit) who wishes to transfer may indicate six choices, ranked in order of preference. A limited number of teachers may transfer from each school and an elaborate seniority system, spelled out in the contract, determines who shall be granted a transfer if there are too many requests. Seniority also determines which teacher shall be granted transfer to a particular vacancy where two or more applicants have requested the same one.

Protection for difficult-to-staff schools is secured by limiting the number who may transfer out of such schools to five percent of the appointed teachers and limiting, drastically, transfers into schools with high percentages of experienced teachers. Stability is further aided by denying transfers to teachers who have served less than five years in a school on permanent appointment or since their most recent voluntary transfer.

Despite the efforts made to achieve more stable staffs, the limitations on transfers, the central placement of substitutes, the granting of job-retention rights and seniority rights with respect to the rotation of the preferred assignments, New York still has a long way to go to achieve stability in this area. Too many factors militate against it. For example, there is a massive proportion of young married women on the staff which insures large numbers of requests for maternity leaves. Such women are usually out of the classroom for at least four years. If the teacher conceives again prior to her return, a new leave must be granted and some women have been out of the classroom for very extended periods. Many of them never return to the system. The massive proportion of substitute teachers on the staff is another unsettling factor since, despite central placement, they have found it comparatively easy to shift schools.

In addition, hardship[10] transfers may be granted to teachers with only three years service in a school on regular appointment. Such teachers may not choose the schools to which they wish to transfer. Another exception is made in the transfer rules for teachers who volunteer to go to special service (ghetto) schools. Not only may such transfers be effectuated without regard to the elaborate transfer rules, but the teacher is guaranteed the right to return to his sending school or a comparable school at the end of a year at his own request. No mention is made of involuntary transfers other than to guarantee that there will be no change without prior consultation made in the "excessing" rules, i.e., procedures for transferring teachers whose positions within a school become redundant because of a decline in the number of classes in a school.

---

[10] A hardship transfer is a transfer granted to a teacher who is otherwise ineligible under the regular procedure. Travel time exceeding one and a half hours is the only criterion spelled out in the contract. Hardship transfers on other grounds are exceedingly rare.

The DFT-Detroit agreement does not discuss procedures for voluntary transfer of contract teachers. It does mandate the parties, during the term of the current contract, to evaluate the effect of the recommendations made in January 1967 by a joint committee which studied the three-year transfer plan. Transferring a teacher at the end of the probationary period has been a feature of the Detroit school scene. After describing the kind of assignment a beginning teacher may expect, the Detroit Public Schools Teachers Bulletin Number 4, 1966, goes on to state, "After a period of three years, the teacher will be placed on an eligibility list for reassignment. Each teacher will receive an assignment in a different school where experienced help is needed and where, if possible, there is a difference in the racial or socio-economic composition of the pupil population." The Union and the Board are to decide jointly whether or not the recommendations of this joint committee shall become permanent policy.

With respect to involuntary transfers, contract teachers must receive at least a week's notice of such transfers and substitutes must be given at least two day's notice before an assignment is closed out. The method of teacher assignment, which has been a question of controversy, is different in Detroit from New York.

SUMMARY OF CONTRACT PROVISIONS GOVERNING TRANSFER OF TEACHERS

	New York	Detroit
1. Who may apply	Teachers with five or more years of service on regular appointment within the school.	A joint committee of the Union and the Board has made recommendations and the Union and the Board will decide jointly whether or not to make permanent policy.
2. Method of applying	Applicant indicates six choices from schools on official list of vacancies, ranked in order of preference.	
3. Rights of applicant	Applicants from any school are ranked on transfer list in order of seniority, length of service within the school, and applications are processed in that order. If several teachers request the same vacancy it goes to the one with the longest service within his school.	
4. Limitations	Only five percent of the appointed teaching staff may be transferred out of any school in one year. No more than two teachers will be transferred into any school whose experience index (ratio of appointed teachers with five years total teaching experience to all appointed teachers on a school staff) is above that for the city. If the gap is more than 28 percent, only one teacher will be transferred in. A teacher who is granted a transfer to one of his six choices and refuses to accept is barred from requesting a transfer the following spring.	
5. Exceptional cases	Hardship transfers may be granted to teachers with only three years service on regular appointment within a school. The teacher is barred from indicating a choice. Teachers may transfer freely to special service schools, and request to return after one year.	
6. Involuntary transfers	No change will be made in "excessing" rules without prior consultation with the Union.	Contract teachers must receive at least a week's notice and emergency substitutes in regular positions at least two days notice of such a transfer. The joint committee is studying the three-year plan.

K. Control Over Professional Matters

Control over areas of professional decisions such as curriculum, teaching materials and methods, the evaluation of pupil progress, etc., has been the most jealously guarded prerogative of the New York City Board. Very few concessions to control or participation by teachers in these areas have been made in any of the four agreements negotiated so far, and in each case these have been among the last issues to be resolved. Each agreement has extended somewhat the Union's powers.

There is provision even in the first contract for monthly consultation between the Union and the Superintendent and between the Union chapters and the heads of their schools or units. While questions of professional conditions may be broached in these meetings, the Union has little or no control over these matters. No provision is made for further steps if no consensus is reached. The principal or the Board is then free to act unilaterally.

Nothing appears in any of the contracts regarding curriculum, teaching materials or methods, or teachers' rights with respect to grading their pupils. A grievance concerning the last point has been carried through the three steps of the grievances procedure on grounds of violation of established policy and practice and is currently in litigation in the courts.[11] Such a grievance may not be carried to arbitration.

---

[11] Since the above was written an adverse decision has been handed down, based on procedural grounds and leaving the substantive ques- undecided.

In 1963 a preamble was written into the agreement acknowledging the common responsibility and interest of the Board and the Union in working toward educational excellence and a promise to strive to achieve a mutually acceptable formulation of general objectives and of long term educational goals and programs in such areas of mutual concern as the recruitment of qualified teachers, the improvement of difficult schools, the reduction of class size, and the development of a more effective curriculum.

> "In connection herewith, the Board of Education acknowledges that the United Federation of Teachers has submitted proposals for the improvement of difficult schools. The Board affirms its intention of moving immediately to develop a program for difficult schools in consultation with the Union, as well as other educational and community groups, as part of the joint responsibility of the parties, taking into account the Union's proposals as well as the further assistance the Board can obtain from the Union in the formulation of a major approach on this problem."

The plan referred to was the Union's plan for the More Effective Schools, a comprehensive restructuring of difficult schools making massive changes in class-size, school size, special services, administrative and supervisory personnel, and provision of teaching materials. The Union's proposal included a formulation of the philosophic basis of the changes proposed. It aimed at fostering a mutually cooperative climate among the various disciplines working together in the school, and between the school on one side and the parents and community on the other. As a result of these negotiations twenty-one such schools were set up between 1964 and 1967.

Although considerable controversy has arisen as to the academic improvement achieved by these schools (see Fox, D.J., Expansion of the

More Effective School Program, Center for Urban Education, September 1967 and Schwager, S., An Analysis of the More Effective Schools Programs Conducted by the Center for Urban Education, United Federation of Teachers, October, 1967), there is no disagreement as to the favorable effect of the program on school-community relations, school climate, and the professional satisfaction of the staff. The C.U.E. study which concludes that academic improvement has been small, advocates the continuance of the program. There is no agreement on the Union's characterization of MES as an integration plan.

The continuance and expansion of this program again became an impasse issue in the 1967 bargaining round. The Board had unilaterally ordered the elimination of two professional positions in each school, positions providing two of the auxiliary services which were part of the comprehensive M.E.S. plan, and had dissolved the administrative unit entrusted with the leadership and servicing of the M.E.S. schools. The Union regarded this as a first step toward phasing out the program and demanded its expansion instead.

Mediation resulted in the inclusion of a clause in the preamble promising the continuation of the M.E.S. program along with several other intensive experimental programs (the All Day Neighborhood School program which has now been in existence for a generation and is generally acknowledged to have proved its worth is included as an "experimental" program) and setting aside $10,000,000 in 1968-69 to be used "for the purpose of making further progress in the development of new programs for the elementary schools." A new clause, Article XVII, sets forth the desirability of constant experimentation in methods and organization of schools and the agreement on the part of the Union to facilitate the voluntary participation of its members in such programs, with a reciprocal promise on the part of the Board to keep the educational experimentation consistent with the standards of working conditions prescribed in the agreement.

Another area of serious disagreement arose over the Union's demand in 1967 for a clause giving teachers powers with respect to the exclusion of "disruptive" children. The issue was resolved by the inclusion of Article XVIII incorporating into the contract a special circular on procedures to be used in handling children who engage in violent or disruptive behavior. Thus disciplinary action becomes subject to the grievance procedure to determine whether the circular has been followed. After one year the procedures may be altered by mutual consent.

The circular permits the teacher to send to the principal under escort any pupil who threatens to or engages in physical violence in the classroom, and mandates consultation between the principal and the teacher prior to readmission of the child to the class. Seriously disruptive children are to be reported to the principal with a written report containing substantiating data. The principal must then undertake an investigation and take action in the interests of the school and the children. If this action is not effective, the child is to be referred to other facilities either in the school or in the office of the district superintendent. No final decision is to be arrived at without participation of teacher, child, parent, and other appropriate personnel.

If the principal's action is ineffective or the child is repeatedly sent back to the same classroom, the teacher may appeal to the district superintendent who must set up an appropriate review procedure. In addition a tripartite panel must be set up in each district to hear appeals from the district superintendent's decision, one member selected by the Union, a parent selected by the local school board from a list submitted by the district parents council, and a psychologist, social worker or guidance counselor employed by the school system, selected by the district superintendent. The panel will make recommendations to the Superintendent of schools who will render a decision within 30 days during 1967-68 and thereafter witnin 15 days.

The new contract contains, for the first time, provision for on the job training of the inexperienced teacher entering the New York City school system. The Union has agreed to relaxation of the rules against infringement on preparation periods during a teacher's first year of employment. It permits the principal to mandate the use of not more than 20 such periods during the school year for observation of more experienced teachers or consultations with colleagues familiar with classroom problems. In addition, classroom assignments of these inexperienced teachers may be made without regard to the rules governing the rotation of assignments. The Superintendent of Schools may direct these teachers to participate in a special after-school training program of not more than two hours per week for not more than fourteen weeks.

Beginning with September 1968, in special service schools, the number of preparation periods which may be used for mandated observation of and consultation with colleagues is increased to 30 during a teacher's first year of employment and to 20 during his second year.

It is likely that many of the more militant elements in the UFT regard this concession as a step backward in the Union's progress. The right of teachers to self-directed preparation periods was one of the most conspicuous gains in collective bargaining. It is, however, a new area opened to the collective bargaining process. It remains to be seen how the Union will use this opening in future negotiations.

One more professional area has been breached in the current contract. Principals must now post copies of their annual financial statements and audits of school monies.

Detroit devotes far more space in its agreement than does New York to areas of professional concern. This may be a reflection of an attitude of greater mutual respect on the part of the Board and the Union for the other's professionalism, and a belief in the possibility of cooperaative action.

The document contains, both in the preamble and the body, an unequivocal statement of commitment on the part of the Board and of the Union to the cause of quality integrated education. A detailed list of measures in the area of curriculum and textbook changes is made. In addition the use of federal funds to reduce class size in inner city schools to a maximum of 25 pupils, with proportional reductions in special education classes on half-day sessions, and for increased use of special services, psychological, medical and dental, is pledged. The Board is obligated to designate the personnel necessary to implement these plans.

The Federation pledges to cooperate with the Administration and the Board to seek greater staff integration. A joint committee of the Federation and the Administration is set up to work with teacher training colleges toward developing a course of study geared toward understanding and working with children with cultural differences. Federal funds are to be used for assisting teachers who are teaching for the first time in schools in economically deprived areas through internship programs and other methods.

Provision is made for review and revision of testing programs with the object of eliminating culturally biased tests.

While recognizing the necessity for compensatory education in economically deprived areas, the Union and the Administration agree to investigate ways of achieving quality integrated education and to recommend to the Union's executive board and to the Superintendent programs which further racial integration of pupils. Funds to achieve these goals are to be "aggressively sought."

Both agreements negotiated in Detroit have contained a section devoted to discipline which was lifted bodily from pre-existing school regulations. It affirms administrative support to avoid undermining the teacher's authority. Procedures to be followed by a teacher who wishes to exclude from his class a child who in his opinion is causing serious disruption are then outlined. The teacher confers with an administrator or counselor and files a written statement of the problem within twenty-four hours. A conference must be held including the child and at least two others, an administrator, a counselor, social worker, school psychologist, or attendance officer, or a parent of the child. The teacher may be there unless he feels his presence is unnecessary. He must be informed, however, of the results of the conference and the adjustment which has been made.

The conference may decide on one of several measures ranging from return to the class, with the understanding that the child will correct his behavior, to suspension. If all the teachers who work with a child recommend suspension but the principal disagrees, a referral is made to the region superintendent who meets with the principal and teachers to decide whether or not to suspend. Lists of offenses which may warrant exclusion are given and of offenses which must be reported to the police by the principal. The former includes obscenity or profanity, possession of tobacco or pornographic literature, skipping classes, defiance of authority, inciting violence or disobedience, petty theft or vandalism. The latter includes extortion, possession of narcotics, alcoholic beverages, a knife or other weapons, and of fireworks, arson, serious theft or vandalism and false alarms of fire or bombs. Suspension may result from persistent disobedience which interferes with the well-being or the instruction of other students, or an assault upon a teacher.

Provision is made for maintaining a record of discipline cases which shall be accessible to the staff, and for counseling by his superior of any principal who is unwilling or unable to support teachers in maintaining school discipline.

The teacher's authority with respect to the evaluation of a pupil's work is unequivocally asserted by the contract. The Board and Union have agreed that the teacher shall be considered an expert in evaluating the work of his pupils and that the teacher's integrity in marking his pupils will be respected. No other person may change his mark nor may anyone set a maximum or minimum limitation on the number who pass or fail.

Another area in which Detroit teachers are given a voice is in the use of monies in the school fund, the accumulated earnings of school projects. The responsibility for administration of the fund is acknowledged as the principal's, but allocations are the joint responsibility of the principal and a School Fund Committee which is to be appointed by the principal, elected by the faculty, or chosen by any other method as mutually agreed upon by the school union committee and the principal.

The Union has been allowed a voice in teacher promotion policies and practices. Not only has provision been made for joint review by the Board and the Federation of these policies and practices, but the Board has agreed, on a trial basis, to use a peer rating form developed by the Union and the Office of Personnel in evaluating candidates for promotion.

In addition the agreement contains (1) clauses setting dates for the regular school-wide testing programs, and for expansion of the inservice training program to provide more and better trained personnel (2) a clause providing for joint planning for a pattern of utilization of special education rooms in a selected number of schools and evaluation of such a program (3) a clause providing for free summer school programs for any children who fail a grade and for free summer school classes for some needy children (4) a clause providing for expansion of the school psychological and social work program into the summer school period (5) for annual revisions of supply lists with teacher participation on the committee (6) for in-service training of staff prior to the introduction of any new programs (7) for reimbursement of tuition for approved courses taken by qualified employees who are willing to serve in any school to which assigned, and (8) for the right of television teachers to review and correct each recorded lesson.

Provision is made for meetings of designated representatives of the Board and the Union at least once a month for consultation. Any agreement reached is to be presented by the Superintendent as his recommendation to the Board of Education. If no agreement is reached, a conference committee must be set up, composed of the Superintendent, Union representatives and Board members, the committee is to submit a written report to the full Board, setting forth any agreements reached or, in the absence of agreements, the specific issues which are unresolved and the respective positions of the parties. The Board must consider this report at its next regular meeting or at a special meeting publicly called for that purpose.

Provision is also made for consultation at least once a month between the principal of each school and the school union committee. Wide latitude is given in the choice of topics for discussion. The only limitation stated is that such consultations may not result in decisions which change either the agreement or any established Board policy or procedure.

SUMMARY OF PROVISIONS GOVERNING CONTROL OVER PROFESSIONAL MATTERS

	New York	Detroit
1. Consultation	Monthly consultation between Union and Superintendent, and principal and school chapter. No provision for handling matters in which no agreement is reached.	Monthly consultations between Superintendent and Union. Matters agreed to are then presented to the Board as the Superintendent's recommendations. Conference committee mandated in case of failure to reach agreement. Monthly consultations between principal and school committee. May not make decisions altering the agreement or established policy and practice.
2. Pupil's marks	Contract is silent.	Teacher has absolute control.
3. Advancement to promotional positions	Contract is silent.	Joint review by Union and Board of promotional policies. Union's peer rating form to be used on experimental basis in selection of teachers for promotion.
4. Discipline	Teacher can initiate action. Teacher may appeal to the district superintendent if principal's action is ineffective. Tripartite panel selected by local school board, district superintendent, and the Union set up in each district to review such cases.	Affirmation of need for support of teacher's authority by school administration. Teacher may initiate action. Conference must be held. In cases of disagreement between the child's teachers and the principal, referral is to be made to the regional superintendent. Joint meeting of the latter, the principal, and the teachers precedes decision as to whether to suspend the child. Lists of offenses warranting suspension and report to the police are included.
5. Quality Integrated Education	More Effective Schools program. (In at least one school the introduction of the M.E.S. program has led to reverse busing from a middle-class white area to a minority ghetto school.)	Categorical statement of belief in integration of pupils and of staff. Provision for joint improvement of curriculum, textbooks, testing materials for children with cultural differences. Use of federal funds for compensatory measures in inner-city schools, reduced class-size, increased services. Joint measures to further staff integration. Internship program to assist teachers newly assigned to schools in low socio-economic areas.

	New York	Detroit
6. School monies	Principal must post financial report and audit.	Allocation of funds made by a school fund committee chosen in a manner mutually agreeable to principal and school union committee.
7. Experimental programs	Constant experimentation is desirable. The Union will facilitate the voluntary participation of its members in such programs. The Board will keep the experimental programs consistent with the agreed-upon working conditions.	The contract is silent.
8. Inexperienced Teachers	Relaxation of preparation periods, school day provisions, and rotation of class assignment rules during beginning teacher's first year, in all schools, and in teacher's first two years in special service schools.	See internship provision above, under Quality, Integrated Education.

L. Miscellaneous Provisions

The New York contract specifically provides that the Board make adequate supplies available in teachers' washrooms, that pay telephones shall be made available to teachers for their reasonable use, and that in schools without continuous cafeteria service a vending machine for beverages shall be installed. It is clear that teachers had to wait for collective bargaining to secure job amenities most workers take for granted.

Among the most troublesome provisions, measured by the number of grievances which have arisen, are the provisions for reimbursement of medical expenses which are not covered by insurance to those teachers who suffer accidents in the line of duty, and for reimbursement of teachers for loss or damage to personal property of the sort normally worn or brought to school. A ceiling of $750.00 is set on medical expenses and $100.00 for lost or damaged property. The damage or loss must not be due to the teacher's contributory negligence and must occur while the teacher is on duty in the school. This condition is interpreted literally by the Board. Reimbursement has been denied for loss sustained by a teacher on duty outside the school during a fire drill. It has also been denied to another teacher whose purse was snatched while she was escorting her class to a nearby playground although this was a regular part of her duties. Teachers may not be held responsible for loss or damage to school property or to children's property, if the teacher has exercised due care.

Teachers will be reimbursed for their loss of pay while on required jury duty, if they promptly remit to the Board the payment received from the courts. As the Board interprets this, women who serve on juries need not be reimbursed since women are not required to serve in New York.

The Board has agreed to assist teachers who suffer assaults in connection with their duties. The principal must report these assaults promptly to the Deputy Superintendent for Personnel and the Law Secretary. The latter must notify the teacher of his rights under the law and of the law secretary's readiness to assist the teacher with the criminal aspect of any case arising under such assault.

The Union has also won a change in the Board's payment procedures. Payment is now on a semi-monthly, rather than a monthly, basis.

Detroit, too, has a clause providing that adequate lunchroom, restroom, and lavatory facilities exclusively for teachers are to be made available in all schools. The contract states that a systematic program is being developed to upgrade existing school buildings as rapidly as funds and conditions permit.

A $10,000 fund is set up to reimburse teachers who suffer loss or damage of personal property of the sort normally worn or brought into school, up to amounts of $100.00 for each claim. As in New York, cash is excluded. But unlike New York, the troublesome "while on duty in the school" phrase does not appear. A concluding clause in this section states that both the Union and the Board agree that a teacher who is reimbursed for such loss by insurance is morally obligated to repay the fund if he recovers from an insurance company.

Teachers are obligated to exercise due care in connection with school property, but will not be required to do major repair or replacement work on equipment or property.

SUMMARY OF MISCELLANEOUS PROVISIONS

	New York	Detroit
1. Additional facilities	Adequate supplies must be provided in teachers' washrooms; vending machines for beverages in the absence of cafeteria service; and pay telephones.	Adequate lunchroom, washroom, and restroom facilities exclusively for teachers must be provided.
2. Reimbursement for		
a. Medical Expenses	Up to $750.00 of a teacher's uncovered medical expenses, if the teacher is the victim of a school-connected accident or assault.	Contract is silent.
b. Loss or damage to property	Up to $100.00 per claim. Must occur while teacher is on duty in the school. Cash is excluded. Teacher must exercise due care.	Up to $100.00 per claim; cash excluded. Total for all claims, $10,000.
c. Damage to school property	Teacher not responsible, if he exercised due care.	Teacher must exercise due care. Will not be required to do major repair or replacement work.
3. Jury duty	Men teachers who serve on juries will receive their proper salaries upon remittance to the Board of their pay from the courts.	The contract is silent.
4. Assaults on teachers	Principal must report assaults promptly to Department of Personnel and Law Secretary, who must render assistance to the teacher in any criminal proceedings in connection with the assault. Absence due to assault will not be charged against teacher's absence reserve.	Absence due to school-related assault may not be charged against teacher's absence reserve.

M. Procedural Rights of Teachers

In New York a teacher who is summoned for medical examination, either physical or psychiatric, with a view to determining his medical competency, is granted the right by the contract to have the report of the medical division sent to his own physician, at his request. If the report of the Medical Division recommends placement of the teacher on leave of absence without pay for a period of more than three months, or termination of service, or disability retirement, the teacher may request an independent evaluation of the findings. An *ad hoc* committee consisting of a physician selected by the teacher, one selected by the Board, and a third selected by the other two will then review the findings and submit an advisory opinion to the Board. The teacher and the Board will share the third physician's fee.

The contract also protects teachers who are summoned to the office of the district superintendent or to the Office of Personnel. The teacher must receive a statement of reasons for the summons and at least two days notice, except in cases of emergency or where considerations of confidentiality are involved.

Unless the interview is to be completely off the record (this involves not only the contents of the interview but also the very fact that it was held) the teacher must be informed that he may be accompanied by a representative of his choosing who may be a fellow teacher or any employee of the Union who is not a lawyer. However, if an attorney is present to represent any other person included in the interview, the teacher may bring an attorney.

The teacher is protected against having a damaging dossier built up without his knowledge by a requirement that he must be given a copy of any derogatory material which is being placed in his personnel file, and his signature attesting to such receipt must appear on the document. Such a document may not be placed in the file after the lapse of three months between the action or incident recorded and the reduction to writing. The teacher has the right to attach an answer to any material placed in his file, to examine his file at reasonable intervals, and to reproduce material in the file. Material which is proven to be inaccurate or unfair must be removed.

The contract extends to regular substitutes and probationary teachers the right already possessed by the tenured teacher to review of an unsatisfactory or doubtful rating by a committee designated by the Superintendent. The adversely rated teacher is entitled to a detailed statement specifying the reasons for the rating. The teacher has a specified time within which to file an answer. He is entitled to representation before the committee by a Union employee or a colleague of his choice.

Probationary teachers and substitutes have no further rights if the decision is made to discharge them after such a hearing. The state tenure law provides for a more formal hearing by the Board, for tenured teachers facing discharge, during which the teacher has the right to be represented by counsel.

In Detroit the contract makes no special provision for the protection of teachers found unfit to teach by the Board's medical department.

As in New York, the contract does protect a teacher from any damaging dossier built up without his knowledge. All materials arising from official grievances filed by a teacher are ipso facto excluded from his personnel file and from any files used in the promotion process or for recommendations for job placement.

A dated copy of any official reports or derogatory statements by an administrator or supervisor must be transmitted to the teacher at the time it is placed in either his central or school personnel file, and he has the right to submit a response to be attached to the report or statement.

Step by step procedures are mandated which must precede an unsatisfactory rating. There must be at least two observations each on the part of the principal and the subject matter supervisor. A conference involving both of these officials and the teacher must be held at least a month prior to the date on which the rating becomes final, aimed not only at putting the teacher on notice, but also at discussing with him ways in which he may improve.

Neither the contract nor the Board's regulations have any provisions for appeal by the teacher against such a rating. The regulations based on the state tenure law, however, require a full-scale hearing with procedural safeguards no earlier than 30 days after the filing of charges which may lead to discharge or demotion, and no later than 45 days after the filing of such charges. Before the teacher who is rated unsatisfactory may be discharged he must, if he is a continuing tenure teacher, be transferred and be given two opportunities to attain a satisfactory rating. Thus three unsatisfactory ratings in consecutive terms are needed for discharge. A probationary teacher may be given the same opportunity at the option of the school district.

SUMMARY OF CONTRACT PROVISIONS DEALING WITH THE TEACHER'S PROCEDURAL RIGHTS

	New York	Detroit
1. Medical disability	Teacher has right to have findings of Board sent to his own physician. Where extended leave without pay or involuntary disability retirement, or termination of service is recommended, teacher may secure an independent review of the medical findings.	Contract is silent.
2. Files	Teacher must receive and acknowledge receipt of copy of any derogatory report placed in his school file at the time it is placed there. It must be timely, i.e., no more than 3 months after the date of the event recorded. Teacher may append answer. Material proven inaccurate or unfair must be removed. Teacher may examine and reproduce file upon appropriate request.	Dated copy of official report or derogatory statement made by a superior must be transmitted to teacher at time of placement in either school or central file. He may append an answer. No material arising from official grievances may be placed in file, or used in promotion or job placement process.
3. Unsatisfactory rating	Regular substitutes and probationary teachers receive the same right to review by a superintendent's committee as the by-laws give to regular teachers on tenure.	At least two observations each by the principal and the subject matter supervisor must precede an unsatisfactory rating. Joint conference of above and the teacher must be held at least a month prior to final date of rating.
4. Discharge for unsatisfactory work	Governed by state law.	Governed by state law.

N. Grievance Machinery

Before the establishment of collective bargaining a grievance procedure called the Staff Relations Plan was instituted in the New York City schools. Under this plan a teacher who felt aggrieved could appeal for a hearing on his grievance. Grievances might concern actual teaching conditions, excessively burdensome class assignments or an inequitable share of non-teaching duties, failure to support the teacher's authority, unduly harsh criticisms of the teacher's performance, denial of proper salary credit or of sick pay, etc. His first step was an appeal to his principal. On this step he might be represented by any colleagues chosen from his own school. The second step was an appeal to the district superintendent and at this point the teacher might choose a representative of anyone of approximately one hundred teacher organizations to represent him. The third step was an appeal to the Superintendent of Schools who was to select a hearing officer to act as his "alter ego", hear the parties, and recommend a decision. The teacher might again be represented by a member of a teacher organization.

It was expected that the hearing officer would be selected from outside the school system, and this was actually the practice for the first cases which reached the third step. Very soon, however, the Superintendent turned to selecting from among the supervisory staff assigned to headquarters, to the great dissatisfaction of the teachers.

It was not until the UFT won the right to collective bargaining that a grievance machinery providing for outside review of findings in grievance cases was established.

Under the current agreement a teacher may bring a complaint that there has been a violation or misinterpretation or inequitable application of the agreement which affects him personally, or that he has been treated unfairly or inequitably by reason of a violation of existing policy and practice. He may not bring a grievance concerning any matter for which another review procedure is prescribed state law or the state commissioner's regulations, or by the Board's by-laws, or concerning a matter on which the Board has no power to act. Groups of employees so affected may also initiate grievances. The Union may initiate or appeal a grievance involving alleged violation of the agreement.

Except for certain special matters which are initiated with the Deputy Superintendent for Personnel, the same three steps are followed. Step 1 is a conference with the head of the school, Step 2 with the district superintendent, and Step 3 with a supervisor assigned to represent the Superintendent of Schools. A fourth step has been added, however, a hearing before one of a panel of three impartial arbitrators. This step is held in accordance with the rules of the American Arbitration Association.

On Step 1 the teacher is limited to representation by a colleague in the school, who may or may not be the chapter chairman. Where the chapter chairman is not the representative, he must be invited to the conference, if the grievance involves the interpretation or terms of the agreement or the working conditions or welfare of employees in the bargaining unit. At Steps 2 and 3 and in arbitration, the teacher may choose a classroom teacher to represent him or an employee of the Union. In any case the Union has a right to be present when the terms of the Agreement or the working conditions or welfare of employees in the bargaining unit are in question.

A grievance involving the application or interpretation of the agreement may be submitted to arbitration by the aggrieved teacher or by the Union unless it arises under Article V, A Statement of Policy, or any term of the agreement involving Board policy or discretion. In matters involving Board policy or discretion the only question which may be submitted is a request for a determination as to whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

Arbitration is further limited in that the arbitrator may render no decisions modifying the terms of the agreement or of applicable law and regulations having the force and effect of law, or limiting or interfering with the powers, duties, and responsibilities of the Board under its by-laws, applicable law and regulations, or violating the restriction above on matters of policy and discretion.

Time limits have been set on each step. On Step 1 the employee must initiate his grievance within a "reasonable" time following the act or condition which gives rise to the complaint and the principal must respond within five school days. To proceed to Step 2 the teacher must respond within five school days. The district superintendent has 15 school days to render a decision. The appeal to Step 3 must be made within ten school days and the Superintendent must decide within 15 school days. Failure to render decisions within the time limits on Steps

1 and 2 frees the teacher to proceed to the next step. Failure to meet the time limit on Step 3 does not free the complainant to proceed to arbitration unless, after the expiration of 15 days, a notice of intention to proceed has been filed and the Superintendent has then failed to render a decision within 20 school days after receipt of such notice. Where a decision has been rendered, arbitration must be initiated within ten school days. Time limits may be extended by mutual consent.

Provision is made for frequent consultation between the Board and the Union to determine priority handling of Step 3 grievance conferences which require prompt disposition. Special provision is made for highly accelerated time limits at periods of school reorganization.

The Union regards this procedure as greatly superior to the procedures under the Staff Relations Plan because: (1) time limits are far more realistic, (2) the Union is represented on every step, (3) there is definite recognition in the agreement that the various steps are "conferences", not "hearings" where the supervisor acts as a judge, and the arrival at mutually satisfactory solutions is strongly urged, (4) recourse to a truly impartial arbitrator is available.

The Board and the Union agree to accept the decision of the arbitrator as final and to abide by it, i.e., if the grievant is sustained the Board will apply the decision in the case appealed and in all similar cases, and, if the grievance is denied, the Union will refrain from carrying through similar grievances. In the newest contract the arbitrator is empowered to recommend a remedy where he finds a violation. The extent of the Board's obligation to accept this recommendation which has been the subject of great controversy is not clarified in any way.

Prior to the 1965 agreement, Detroit teachers were expected to seek redress for grievances through regular administrative channels, beginning with the principal. The Superintendent had set up a Grievance Committee to which the teacher might apply when the grievance had not been satisfactorily reached through regular administrative channels or if the teacher felt it would be inadvisable to proceed through such channels. There was no provision for representation of the teacher. The decision to afford the teacher an opportunity to confer with the Committee was completely at the discretion of the Committee. No provision was made for appeal. The contract sets up a five-step procedure.

A grievance is defined as a complaint, submitted as a grievance, which involves the work situation, or a deviation from, or misapplication or misinterpretation of a policy or practice, or a violation or misinterpretation, or misapplication of a provision in the Agreement. The teacher may take his complaint directly to the principal either alone or accompanied by the Union building representative, prior to its submission to the grievance procedure. If the teacher decides to use the grievance machinery, the grievance may be initiated and discussed with the principal either by the teacher accompanied by a Union representative, who may be the building representative or from the central staff, or by the Union representative for the teacher, or by a Union representative in the name of the Union. The principal must render his decision in writing in ten days.

The teacher and/or the Union have ten days to appeal to the district superintendent on Step 2. The latter must offer all persons who participated on Step 1 an opportunity to be heard. Unless specifically requested by either the district superintendent or the Union, there need be no meeting of all the parties. A decision in writing with supporting reasons must be transmitted to all parties within 15 days.

The Union has ten school days to appeal this decision to the Superintendent of Schools or to his designated representative. This time the appeal must be in writing and be accompanied by the decision on Step 2. Provision for hearing all the participants and for a joint meeting of all the parties are similar to Step 2. The Superintendent has 15 days to transmit his decision together with supporting reasons to all parties.

The Union has ten days to appeal, in writing, to the Board of Education, which, in turn, has 20 days in which to give the Union an opportunity to be heard and 25 days from the receipt of the appeal to transmit a decision to the Union, in writing and with supporting reasons.

Within 20 days the Union may submit any such decision to advisory arbitration under the rules of the American Arbitration Association, or it may request a further meeting with the Board to consider other methods of settlement upon which a mutual agreement can be reached, including non-governmental mediation and binding arbitration.

Time limits may be extended by mutual consent set down in writing. Provision is made for grievances requiring immediate action to be initiated at a higher step than the head of a school, for protecting teachers at any step from having to meet with an administrator without union representation, and for the excuse with pay of persons involved in a grievance being processed during school hours.

This procedure seems to have been found satisfactory to both the Union and the Board since no changes from the provisions in the 1966 contract are found in the 1967-69 contract. It is also significant that during the first year and a half of this procedure very few grievances were carried beyond Step 2 by the Union, which alone has the right to proceed further.

There are several significant differences between this procedure and that instituted in New York. Firstly, although it is not often done, a Detroit teacher may avail himself even on Step 1 of a representative from the Union's central office; he may also choose to have this representative initiate his grievance either in his (the teacher's) name or in the name of the Union. Only the Union may carry an appeal to Step 3 or above. In New York, the bringing of a grievance is regarded as the right of the complaining teacher and he must initiate grievances and appeals. He may appeal even to the highest step, arbitration, on his own initiative. The right of the Union to initiate grievances is severely limited.

Provision for the fourth step in Detroit makes it obvious that the Union as well as the administrative staff perceive the Board as able and sometimes willing to differ with the Superintendent's thinking on school problems. This has apparently never occurred to the school staff in New York. The provision for a pre-grievance discussion of the complaint by the teacher, the Union building representative and the principal seems to set the tone for a genuine exploration of possible solutions without the injection of feelings of resentment on the part of the administrator, who may perceive the filing of a formal grievance as an attack on his good faith in the discharge of his duties, and the consequent build-up of hostility by the teacher in response to this resentment.

Provision for conferences between the Union and the Board, in case a real impasse is reached, and for a variety of ways of seeking a solution to such an impasse argues a great deal of mutual trust on the part of the Board and the Union on the openness to viable solutions.

SUMMARY OF PROVISIONS FOR A GRIEVANCE PROCEDURE

	New York	Detroit
1. What is grievable?	Violation, misinterpretation or inequitable application of the contract, or of existing policy and practice.	Complaint involving the work situation; deviation from, misapplication, or misinterpretation of policy and practice; violation, misinterpretation or misapplication of the contract.
2. Power to initiate	Rests with the teacher. Union may initiate where violation of the agreement is alleged.	The teacher, the building representative, the Union.
3. Power to appeal	Rests with the teacher unless it involves a violation of the terms of the agreement.	Teacher may carry appeal to Step 2; beyond that it rests with the Union.
4. Steps	Step 1, school level. Step 2, district superintendent. Step 3, Superintendent of Schools or his designated representative. Binding arbitration. See text above for limitations on arbitrability of grievances and on arbitrator's decisions.	Informal discussion with principal. Step 1, school level. Step 2, district superintendent. Step 3, Superintendent of Schools or his designated representative. Step 4, Board of Education. Step 5, advisory arbitration or joint conference of Union and Board to consider other methods of settlement, possibly binding arbitration with mutual consent.
5. Representation	Step 1, chapter chairman or other colleague in the school. Step 2 and beyond, central Union personnel.	In informal discussion, building representative. Thereafter central union personnel.

	New York	Detroit
6. Time limits a. Initiation	Step 1, a "reasonable" time. Step 2, 10 school days after principal's decision. Step 3, 10 school days after district superintendent's decision. Arbitration, 10 school days after Superintendent's decision.	School level, no time limits stated for initiation. Step 2, 10 school days after principal's decision. Step 3, 10 school days after region superintendent's decision. Step 4, 10 school days after Superintendent's decision. Step 5, 20 school days after Board's decision.
b. Decisions	Step 1, 5 school days. Step 2, 15 school days. Step 3, 15 school days. Arbitrator, one month after final presentation of proofs and briefs.	Step 1, 10 school days. Step 2, 15 school days. Step 3, 15 school days. Step 4, 25 school days. Step 5, not stated.

O. Union Rights

The UFT is recognized as the exclusive bargaining agent in New York for members of the bargaining unit. It is accorded the right of regular monthly consultation with the Superintendent on matters of educational policy and development. It has the right to be present whenever any Board official meets with representatives of any other employee organization for the discussion of matters which are the proper subject of collective bargaining. No changes or modifications may be made in such matters without negotiation with the Union.

The Board agrees to honor signed **requests** by teachers for the check-off of Union dues. This clause has been abrogated by the State Public Employees Relations Board as a punishment for the 1967 strike.

The Union has the right to initiate grievances involving the alleged violation of the terms of the agreement. It may carry these grievances all the way through arbitration. At all steps it may represent individual teachers who initiate grievances, except that at the school level this representation must be by the chapter chairman, not the central Union staff. In any case where a grievance is brought by a teacher who chooses not to be represented by the Union, the Union has the right to be present if the application of interpretation of the agreement is involved, or the working conditions or welfare of the members of the bargaining unit.

The Union has the right of access to lists of vacancies and seniority lists drawn for purposes of implementing transfer, retention, and central placement provisions. Copies of all official Board circulars and directives must be sent to the Union, and available class size statistics must be supplied to the Union annually.

At the request of the Union, 14 leaves of absence without pay will be granted to officers or employees of the UFT. These teachers receive annual increment credit for the Union service. Upon payment of their regular monthly contributions based on their earnable salaries as members of the teaching staff, they receive credit toward retirement.

The union chapters in the schools have also been accorded rights. Each chapter has the exclusive right to monthly consultations with the principal on matters of school policy and implementation of the agreement within the school. The vestigial remnants of the Staff Relations committee, which had this right prior to collective bargaining, have finally been definitively eliminated. A bulletin board in an accessible place must be assigned to the chapter for its exclusive use. The chapter has the right to meet within the school building either before or after school or during the lunch hour at a place to be assigned by the head of the school. Union officials may attend such meetings.

Chapter chairmen must be programmed for two additional preparation periods to be used to complete Union business within the school. In return, the Union has pledged there shall be no strikes, work stoppages, or other concerted refusal to work, nor any instigation thereof. Both the Union and the Board subscribe to the principle of seeking peaceful means of settling disputes without interrupting the school program.

In Detroit, the Board recognizes DFT as the sole and exclusive bargaining agent for the employees in the bargaining unit. The Union has the right to the check-off of dues for its members.

The Board undertakes to make no changes in existing working conditions set forth in writing in the Proceedings of the Board of Education, the Teacher's Bulletin, or the Administrative Handbook, without prior notification of and consultation with the Union.

The Union has the right to monthly consultation with the Superintendent, and an elaborate procedure is outlined for resolving matters on which a consensus is not reached. This has been described in detail in the section dealing with control over Professional Matters.

The Union has the right to initiate a grievance for any teacher and may represent a grievant at any step of the grievance procedure. The teacher may not choose the representative of any other employee organization to represent him. Only the Union may carry a grievance beyond Step 2. Representatives of the Federation may visit the schools to investigate working conditions, teacher complaints or for any other purpose relating to the Agreement, providing there is no interference with school functioning.

The building representative is the official representative of the Union in the school. He and the school union committee composed of members of the bargaining unit selected in any manner determined by the Union, have the right to meet with the principal at least monthly and to consult on local school problems and policies. The local school chapter has the right to meet within the school before or after school or during the lunch period. It has the right to a bulletin board and the right to place materials in the mail boxes of teachers and other professional employees.

The building representative is to be excused from homeroom duties in schools where there are more teachers than homeroom classes, or if that is not possible, from some other administrative duty.

Detroit's "no-strike" pledge is in simpler terms. The Union promises not to **engage** in or encourage strike action of any kind during the life of the contract.

SUMMARY OF PROVISIONS GOVERNING UNION RIGHTS

	New York	Detroit
1. Central Union		
a. Recognition	Exclusive bargaining agent. Must be consulted prior to changes in working conditions necessitated by experimental programs.	Exclusive bargaining agent. Must be consulted prior to changes in existing regulations governing working conditions.
b. Consultation with Superintendent.	Must meet at least monthly.	Must meet at least monthly. Appeal may be made to Board if consultation sessions do not result in consensus.
c. Grievance	Limited power of initiation. May represent teacher at Step 2 and above. If not representing the teacher it has the right to be present at Step 2 and above, if the terms of the contract are involved or the working conditions or welfare of the members of the bargaining unit.	Unlimited power of representation. May represent teacher at any step. Exclusive right to appeal beyond Step 2.
d. Access to information	All lists affecting transfers, retention, and central placement of teachers. Official Board circulars and directives. Class size figures.	All available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the agreement.
e. Access to schools	May attend school chapter meetings.	May visit freely to investigate working conditions, teacher complaints, etc., provided there is no interference with school program.
f. Check-off	Granted by the contract. Abrogated by the PERB.	Granted by the contract.
g. Leaves	Fourteen leaves may be granted. Increment and pension rights of teachers on leave protected.	Teachers on leave to work for the Union are entitled to experience credit.
h. Strikes	No strike pledge	No strike pledge.

	New York	Detroit
2. Local School chapter		
a. Meetings	May be held before or after school, or during lunch hour, at place designated by principal.	May be held before or after school, or during lunch hour.
b. Bulletin Board	Must be assigned one in an accessible place.	Must be assigned one. May place material in the staff mail boxes.
c. Consultation	Must be held at least monthly.	Must be held at least monthly.
d. Time for Union business	Chapter chairman must be programmed for two additional preparation periods.	Building representative must be programmed without homeroom, if possible. If not, must be excused from some other administrative duty.
e. Information at the school	Official circulars, seniority list and specific information as to rotation of assignments must be made available. The principal must post a copy of all assignments in the school, and give one to the chapter chairman. The chairman shall also have access to school information necessary to the performance of his duties.	Contract is silent

CHAPTER III

CONSEQUENCES OF THE CONTRACTS

The analysis of the agreements has shown the enormous changes which have ensued from collective bargaining: for example, the introduction of a new class of school workers, school aides, the revision of school personnel relationships, the shifts in authority, and the changes in traditional patterns of budgeting and programming.

Changes in school staffing and class-sizes are clearly reflected in the annual reports of the superintendents of schools which were examined for such data. Additional insights on changes as perceived by school personnel were obtained from the responses to the questionnaires distributed to teachers, principals and building representatives. Questionnaires distributed to chapter chairmen for a concurrent study by another member of the Center for Urban Education staff were made available for this study.

A. School Staffing and the Contract

One of the most serious problems of urban school systems in recent years has been that of keeping the schools adequately staffed. In New York there is controversy between the Board and the Union as to whether the collective bargaining agreements have aggravated or ameliorated the problem.

There is no doubt that the agreements have brought in their train a much greater increase in the number of authorized positions than there would have been without collective bargaining, increasing enormously the need for new teachers. For example, in the three years between October

31, 1958 and October 31, 1961, the last pre-contract year, authorized positions in the elementary division increased by 443, or 147.7 positions per year. In the six years between October 31, 1961 and October 31, 1967 the number of authorized positions rose by 5,629, or 938.2 positions per year.

In the same period, pupil population increased by 39,218, a rise which would have necessitated 1,282 more positions if there had been no change in class-size. However, since the collective bargaining contract has changed the mean class-size in New York from 30.6 (1961) to 25.9 (1967), an increase of 4,347 teachers to care for the increased number of classes has been necessitated.

Preparation periods for elementary school teachers must also bear responsibility for the expansion of the staff. There were 3,970 positions authorized for the 1967-68 school year for the purpose of providing coverage for regular classroom teachers during their preparation periods. Some of these were for teachers of library, coordinators of instruction for non-English speaking children and other specialists, only part of whose time was used for providing coverage; but the bulk of these positions were for "cluster" teachers whose function was to provide most of the preparation periods on a grade.

In Detroit there was an increase of 273 positions in the elementary division between October 1965 -- the last pre-contract semester -- and October 1967, or 136.5 positions per year. Since Detroit statistics are in terms of median rather than mean class size, it is not possible to calculate exactly how many of these new positions must be attributed to the class-size provisions.

The Chief of Labor Negotiations for the Detroit Public Schools suggested to a representative of the Center that the Detroit contract is not yet at the point where specific numbers of additional teachers are being requested to reduce class-size in a number of schools at the primary unit level (below grade 4). Data from Detroit indicates, further, that there has been a decrease of 17.4 percent in the number of classes with registers above 35. It is appropriate to note that the question of class-size is sometimes academic. Many urban school systems have faced shortages of teachers in selected subject areas or grade levels and have found it difficult to provide qualified instructional personnel in all their classrooms, let alone provide for preparation periods.

Thus it is clear that in New York the contracts have aggravated the staffing problem by making it necessary to find teachers to fill these new positions. However, Table 6 shows that New York has been able to attract and keep more career teachers than it lost in the years between 1961 and 1967. During this period there were 12,319 positions vacated through resignations, retirements and dismissals, yet the system ended the same period with 2,656 more permanent teachers on the staff than it had started with. The years between 1961 and 1967 have been years of mounting turmoil in the schools. There has been growing demand for local control which is frightening to many teachers. It would seem that the claims of the Union for the increased recruiting power under collective bargaining can be supported.

The Detroit picture is far less clear. Collective bargaining has a far shorter history in that city than in New York, too short a history to allow a valid conclusion as to the effects.

It was not possible to get figures to compare with those for New York for the number of contract teachers in active service and on leave. By subtracting the number of ESRP's from the number of filled positions we found that the number of contract teachers in active service had shrunk from 4,951 in October 1965 to 4,803 in October 1967, a loss of 148 teachers. However, during the same period there had been 993 resignations and 27 deaths in the elementary division. (This includes some supervisory-administrative personnel, but the number is probably too small to affect the conclusions drawn.) Thus the system must have recruited 862 career teachers during the same period. (Detroit Board of Education, Department of Administrative and Statistical Reporting, Annual Educational Personnel Reports, 1965-66, 1966-67, 1967-68.)

TABLE 6

CHANGES IN STAFFING* FOLLOWING THE INTRODUCTION OF COLLECTIVE BARGAINING

	Authorized Positions	Permanent Staff
New York		
October 1961	21,415	20,339
October 1967	27,044	22,995
Change	+5,629	+2,656
Detroit		
October 1965	5,232	4,951
October 1967	5,505	4,803
Change	+ 273	- 148

*Detroit figures include only contract teachers on active service. New York figures include probationary and tenured teachers on leave as well as those in active service.

B. The Contract and Class-Size

Despite some research to the contrary, classroom teachers are virtually unanimous in their agreement that classes of thirty-five or more are entirely too large. Despite this agreement little progress had been made in New York City toward a reduction in the number of classes with registers of thirty-five or more prior to collective bargaining. Between 1955 and 1961 -- the last pre-contract year -- the mean register had fluctuated between 29.6 and 30.6. In 1961 it stood at 30.6. In that year there were 3,240 classes, 20.4 percent of all elementary school classes, ranging from 35 to 49 in register. In October 1967 mean class register had fallen to 25.9 and there were only 541 classes with registers between thirty-five and forty-four, 2.8 percent of all elementary school classes. While small class registers are, of course, no guarantee of good teaching, it is true they impose fewer and less formidable obstacles to such teaching. The change in class-size conditions in New York City, directly attributable to the contract, has undoubtedly improved the classroom situation considerably as perceived by teachers and pupils.[1]

Improvement is also evident in Detroit, although the conditions were worse to start with and the Union has had a much shorter time to work toward improvement. In October 1965 there were 2,146 classes with registers between 35 and 39 (49.2 percent). In October 1967 there were only 1,413 classes with registers between 35 and 44 (31.8 percent).

---

[1] Corroborative evidence for this statement can be found in a study in progress at the Center for Urban Education, Primary Grade Varied Grouping's Effect of Reduced Class Ratio upon Classroom Environment, Interim Report, Dr. Ruth R. Berken, Project Director.

TABLE 7

CHANGES IN CLASS-SIZE FOLLOWING THE INTRODUCTION OF COLLECTIVE BARGAINING

	No. of Classes with Registers Over 35	Percent of Classes with Registers Over 35
New York		
October 1961	3,260(1)	20.4
October 1967	541(2)	2.8
Decrease	2,719	17.6
Detroit		
October 1965	2,146(3)	49.2
October 1967	1,413(2)	31.8
Decrease	733	17.4

NOTES:
1. Top register was 49
2. Top register was 44
3. Three classes exceeded 44.
4. Top register was 44.

C. The Questionnaire

As noted, questionnaires were sent to all elementary school principals in both cities and to those teachers in a random sampling of schools. A 5 percent sample was used in New York and 20 percent in Detroit. The response rates of principals (56.0 percent in New York and 30.5 percent in Detroit) were considerably higher than the response rates of teachers (19.9 percent in New York and 21.9 percent in Detroit). Nevertheless, a comparison of descriptive data for teacher respondents and the total teacher population, made on the basis of sex and school organizational type, suggests that the respondents are representative of the total group.

1. The Respondents

The teachers in New York who replied to the questionnaire were comparatively inexperienced. The Detroit respondents were far more experienced in teaching. An overwhelming proportion of the New York teacher respondents (60.0 percent) reported less than 10 years total experience in education. Only 34.9 of the Detroit teacher respondents were in that category. A mere 3.4 percent of the New York teacher respondents had more than 30 years experience (30 year service retirement is practicable in New York) whereas 11.7 percent of the Detroit teacher respondents were in this group. Principals in both groups, of course, showed greater length of service in education than teachers.

Figures by the respondents for length of service in the present school showed significant trends among teachers and principals in both cities to change from school to school, which raises serious questions as to the stability of school staffs.

TABLE 8

LENGTH OF EXPERIENCE

	Teachers		Principals	
	New York N=292	Detroit N=289	New York N=343	Detroit N=68
In education				
Less than 10 yrs.	60.0	34.9	5.5	2.9
10-30 yrs.	30.5	48.4	46.6	41.2
More than 30 yrs.	3.4	11.7	42.0	32.4
N. A.	6.2	4.9	5.8	23.5
In present school				
Less than 10 yrs.	71.9	66.4	67.9	82.4
10-30 yrs.	15.7	23.6	25.6	16.1
More than 30 yrs.	4.5	2.4	0.0	0.0
N. A.	7.9	7.6	6.4	1.5

TABLE 9

SEX

	Teachers		Principals	
	New York N=292	Detroit N=289	New York N=343	Detroit N=68
Male	14.7	22.1	74.9	47.1
Female	84.6	76.8	22.4	50.0
N.A.	0.7	1.0	2.6	2.9

As seen in Table 10, the Detroit sample had more teachers in the older age group than New York. On the other hand, the New York principals' sample has a greater proportion in the older age group than Detroit.

TABLE 10

AGE

	Teachers		Principals	
	New York N=292	Detroit N=389	New York N=343	Detroit N=68
Age				
20-29	47.6	21.1	0.0	0.0
30-39	20.5	22.5	2.9	7.4
40-49	13.8	24.6	23.6	25.0
50-59	13.0	20.8	40.2	41.2
60-69	1.7	6.2	26.2	13.2
N.A.	3.4	4.8	7.0	13.2

A substantially larger proportion of New York teachers and principals have had full time earning experience other than teaching than their counterparts and in the New York sample a substantially larger number of principals than teachers have had such experience (Table 11).

TABLE 11

FULL TIME EARNING EXPERIENCE OTHER THAN TEACHING

	Teachers		Principals	
	New York N=292	Detroit N=289	New York N=343	Detroit N=68
Yes	33.9	19.4	52.4	35.3
No	59.6	66.8	32.4	42.6
N.A.	6.5	13.8	15.2	22.1

As for educational background (Table 12), New York still has an appreciable proportion of teachers without degrees. Detroit has a larger proportion with the M.A. degree. It is obvious that a much greater proportion of principals than teachers have higher degrees.

TABLE 12

HIGHEST DEGREE HELD

	Teachers		Principals	
	New York N=292	Detroit N=289	New York N=343	Detroit N=68
None	9.6	1.0	0.0	0.0
B.A.	53.4	56.4	3.8	0.0
M.A.	28.8	36.0	82.2	76.5
Doctorate	1.4	0.0	8.2	10.3
N.A.	6.8	6.6	5.8	13.2

Both teachers and principals are themselves largely the products of public schools, the overwhelming numbers coming from urban public schools. A slightly larger proportion of Detroit teachers and principals attended parochial schools than their New York counterparts. When principals and teachers are compared, more teachers are seen to have come from parochial schools than principals. (See Table 13.)

When questioned as to the preferred type of school for their own children, only a third of the teachers chose urban public schools in both cities, as did the principals in Detroit. More than 50 percent of the New York principals, however, chose such schools. About 30 percent of all groups chose public schools outside the city. Parochial schools were chosen by approximately 14.0 percent of Detroit teachers and principals, but only by 8.6 percent of New York teachers and 4.1 percent of New York principals. Secular private schools were chosen by 13.9 percent of all teachers, but only 3.9 percent of all principals. However, 18.2 of New York teachers chose such schools as compared with 9.1 percent of the Detroit teachers, and 4.4 percent of New York principals chose such schools as compared with 1.5 percent of their Detroit colleagues.

TABLE 13

TYPE OF SCHOOL ATTENDED AND CHOICE OF SCHOOL FOR CHILDREN

	Attended by Respondents						Choice for their Children					
	Teachers			Principals			Teachers			Principals		
	N.Y. N=292	Detroit N=289	All N=581	N.Y. N=343	Detroit N=68	All N=411	N.Y. N=292	Detroit N=289	All N=581	N.Y. N=343	Detroit N=68	All N=411
Urban Public School	74.0	62.6	68.3	85.4	72.1	83.2	30.1	35.4	32.7	51.9	33.8	48.9
Non-city Public School	10.3	16.3	13.3	5.0	13.2	6.4	33.2	25.0	29.1	29.4	36.8	30.6
Parochial School	12.3	15.6	13.9	6.7	11.8	7.5	8.6	14.3	11.4	4.1	13.2	5.6
Secular Private School	1.7	1.0	1.4	.6	.0	.5	18.2	9.1	13.6	4.4	1.5	3.9
N.A.	1.7	4.5	3.1	2.3	2.9	2.4	9.9	16.3	13.1	10.2	14.7	10.9

A possible explanation of the greater bias of teachers against urban school education for their own children lies in the difference in the ages of the two groups. The median age of the teachers is respectively 31.1 years in New York and 42.6 years in Detroit. Their children are likely to be currently in the elementary grades. Principals, with a median age of 55.8 years in New York and 54.3 years in Detroit, are unlikely to have such young children. The urban school crisis had not developed when their children were of elementary school age but the bulk of the teachers are caught up in it as parents as well as teachers.

TABLE 14

LABOR UNION MEMBERSHIP OF PARENTS

	Teachers			Principals		
	New York N=292	Detroit N=289	All N=581	New York N=343	Detroit N=68	All N=481
Fathers						
Members	38.4	40.5	39.4	39.9	41.2	40.1
Non-members	56.5	56.4	56.4	56.3	52.9	55.7
N.A.	5.1	3.1	4.1	3.8	5.9	4.2
Mothers						
Members	17.4	40.5	29.0	6.7	2.9	6.1
Non-members	66.1	56.4	61.31	79.0	88.2	80.5
N.A.	16.4	3.1	9.8	14.3	8.8	13.5

Responses concerning membership of the male parent in a labor union were remarkably uniform (Table 14). Approximately 40 percent in each group replied in the affirmative. The replies show, however, that teachers are far more likely to have had mothers who were members of trade unions than principals and that Detroit teachers answered this question affirmatively more than twice as often as New York teachers.

Teachers in New York and Detroit currently taking courses experience a desire to improve their teaching as a motive for such study rather than a desire for a better salary placement. However, the considerably smaller percentage of Detroit teachers taking courses may indicate that qualifying for a salary differential in Detroit is more arduous than in New York. Required courses must be aimed at an M.A. degree or taken in accord with an equivalent study plan. (See Table 15).

TABLE 15

FACTORS INFLUENCING TEACHERS TO TAKE COURSES

	New York	Detroit
Percentage of teachers currently taking courses	(N = 292) 51.4	(N = 289) 27.7
Influenced by desire to	(N = 150)	(N = 80)
Improve their teaching	90.0	81.0
Improve salary placement	84.0	68.8
Achieve promotion	54.7	51.3
Prepare for another field	44.0	47.5

2. Experiences with Grievance Machinery

An inquiry into teachers' experiences with grievances under collective bargaining in these two cities shows wide divergences. More than half the Detroit teachers reported they had no complaints whereas only 36.2 percent of the New York teachers so reported. Of those who took action on their complaints, 29.1 percent of Detroit's teachers said they were able to achieve a satisfactory resolution in informal talks with their principals; 18.5 percent of the New Yorkers reported such a settlement. Only 3.8 percent of the Detroit respondents initiated a formal grievance compared to 21.3 percent of the New Yorkers. (See Table 16.)

The overwhelming majority of Detroit teachers who reported formal grievances, 81.8 percent, stated they had reached a favorable settlement whereas 51.8 percent of the New York grievants reported their grievances had been denied (Table 17). Only 41.9 percent had reached a satisfactory resolution. None of the Detroit teachers had exhausted the grievance procedure; 12.9 percent of the New Yorkers had (Table 18).

TABLE 16

COURSE OF ACTION FOLLOWED IN TEACHER GRIEVANCES

Percentage reporting they	N.Y. (N=292)	Detroit (N=289)
Had no complaints	36.2	51.9
Had complaints but took no action	11.0	10.4
Achieved a favorable settlement informally in the school	18.5	29.1
Initiated a formal grievance	21.3	3.8
N.A.	13.0	4.5

TABLE 17

DISPOSITION OF TEACHER GRIEVANCES

Percentage reporting their grievances were	NY (N=62)	Detroit (N=11)
Favorably settled	41.9	81.8
Denied	51.8	18.2
Still pending	6.4	0.0

TABLE 18

HIGHEST STEP REACHED IN DISPOSITION OF TEACHER GRIEVANCES

Percentage of Grievances which reached	N.Y. (N=62)	Detroit (N=11)
Step 2 Detroit -- region supt. N.Y. -- district supt.	8.1	27.3
Step 3 Supt. of Schools	32.3	36.4
Step 4 Detroit -- Board of Education	12.9	9.1
Step 5 Detroit -- Arbitration or mediation	X	0.0
Pending	6.5	0.0
N.A.	40.3	27.3

The reports from the principals who responded showed much less divergence. The teachers' questionnaire referred to complaints during the whole period of collective bargaining. The principals were questioned only about the current school year. (See Table 19.)

TABLE 19

PRINCIPALS' REPORTS ON TEACHER GRIEVANCES

	N.Y. (N=343)			Detroit (N=68)		
Percentage of Principals Reporting Grievances in Current School Year Which Were	No Grievances	One or More	N.A.	No Grievances	One or More	N.A.
Brought up informally and resolved in school	4.7	87.2	8.1	16.2	75.8	8.8
Brought up as formal grievances and resolved in school	70.9	20.3	8.7	66.2	22.1	11.8
Still pending on a higher step	86.9	2.3	10.8	83.8	4.4	11.8
Decided in teacher's favor on higher step	83.4	2.6	14.0	83.8	4.4	11.8
Decided against teacher on higher step	79.0	7.0	14.0	83.8	2.9	13.2

NOTE: Some principals reported on several grievances.

Information about grievances was also available from chapter chairmen in New York and building representatives in Detroit (Table 20). These union officials correspond to shop stewards and bear considerable responsibility for processing grievances, especially on the school level. The information from chapter chairmen is from the as yet unpublished study referred to earlier.[2]

---

[2] Albert Goldberg, The Role of the Chapter Chairmen, Study in progress for the Center for Urban Education, New York.

TABLE 20

NUMBER OF GRIEVANCES INFORMALLY RESOLVED REPORTED BY CHAPTER CHAIRMEN AND BUILDING REPRESENTATIVES

	None	1	2	3	4	5	6	7	8	9 or more
N.Y.(N=400)	29.3	10.0	14.5	14.7	6.0	4.5	4.3	0.5	2.0	12.2
Detroit(N=72)	36.1	12.5	12.5	5.6	1.4	0.0	4.2	0.0	1.4	26.4

Both in New York and Detroit at least two thirds of the respondents had had experiences with complaints brought by teachers since October 1967, most of them with more than one. In New York 28.6 percent of the chapter chairmen reported the formal initiation of one or more grievances while only 19.4 percent of the Detroit building representatives so reported. In addition, 13.8 percent of the chapter chairmen and 13.8 percent of the building representatives reported carrying one or more grievances beyond the school.

In an attempt to gain information about possible peripheral consequences flowing from the processing of grievances, the union representatives were asked whether grievants had complained of retaliation by the principal, whether colleagues of the grievants whose assignments or programs were disrupted as a result of the resolution of the grievance had become embittered against the representative or the union, whether principals had become embittered against the representatives, or whether the processing of the grievance had cleared the air.

Approximately 70 percent of both groups reported no complaints of retaliation or bitterness by their colleagues (Table 21). New Yorkers who reported the embittering of the principal against the union representatives exceeded their Detroit fellows by 10 percent. On the other hand 77.7 percent of the chapter chairmen reported grievance processing as clearing the air as compared with 64.7 percent of the building representatives.

TABLE 21

EFFECTS OF GRIEVANCE PROCESSING AS REPORTED BY CHAPTER CHAIRMEN AND BUILDING REPRESENTATIVES

	N.Y. (N=269)			Detroit (N=33)		
	Most Cases	Some Cases	No Cases	Most Cases	Some Cases	No Cases
Complaints of Retaliation	7.8	20.5	71.6	9.7	19.3	71.0
Colleagues Embittered	1.9	25.6	72.6	5.9	23.5	70.5
Principal Embittered	11.6	22.9	65.5	5.7	20.0	74.3
Cleared the Air	50.3	27.4	22.3	50.0	14.7	35.3

3. Reactions to Selected School Conditions

More than eighty percent of the teachers in each city indicated that they find teaching satisfying, with more than half checking the category "Very rewarding." This finding is partially confirmed by the consistency with which teachers denied aspirations to such positions as principal, superintendent or university professor. Those who indicated aspirations other than classroom teaching were interested in working as educational specialists or guidance counselors.

This does not mean that teachers were uniformly satisfied with everything about their schools. A large proportion of both New York and Detroit teachers indicated dissatisfaction with pupil discipline in very large numbers. Large percentages in both cities were dissatisfied with textbooks and instructional materials and with opportunities for educational innovation. Detroit teachers were satisfied with the support given by the school administration in slightly larger numbers than their New York colleagues. In general, Detroit teachers seem less dissatisfied (Table 22).

TABLE 22

TEACHER SATISFACTION WITH SELECTED SCHOOL CONDITIONS

	N.Y. N=292			Detroit N=289		
School Conditions	Satisfied	Dissatisfied	NA	Satisfied	Dissatisfied	NA
Discipline	26.0	72.6	1.4	34.3	68.7	2.1
Textbooks and other materials	46.6	51.4	2.1	56.1	40.8	3.1
Opportunities for educational innovation	56.5	41.8	1.7	60.6	35.0	4.5
Paperwork	41.1	57.2	1.7	41.9	55.3	2.8
School administration's support of teachers	69.9	27.4	2.7	72.0	24.2	3.8
Community's attitude toward school staff	62.0	36.6	1.4	48.1	49.4	2.4
Faculty Turnover	57.9	37.0	5.1	61.9	34.6	3.5
Coverage of uncovered classes	73.2	22.0	4.8	67.2	22.2	10.7

More than half the teachers in both cities did not believe that collective bargaining had affected these conditions. In one area, the number of uncovered classes, slightly less than half the teachers thought bargaining had had no effect, a negligible percentage saw a bad effect, and 39.5 percent in New York and 32.8 percent in Detroit saw a beneficial effect. In another area, amount of paperwork, a striking divergence was found. Slightly more than three-fifths of the New York teachers found a beneficial effect compared to only 22.4 percent in Detroit. The provisions providing for relief of teachers from incidental paperwork in New York are, as noted, far more detailed and specific than the Detroit contract. This is confirmation of the efficacy of these clauses.

Only in one area did any appreciable percentage find a negative effect (the community's attitude toward the school staff) and in both cities an equal number thought the effect had been positive (Table 23). In both cities, also, those teachers who saw no effect well outnumbered those who did see an effect.

TABLE 23

EFFECT OF COLLECTIVE BARGAINING ON SELECTED SCHOOL CONDITIONS AS REPORTED BY TEACHERS

	N.Y. (N=292)				Detroit (N=289)			
Selected School Conditions	None	Positive	Negative	N.A.	None	Positive	Negative	N.A.
Discipline	68.7	15.5	5.2	10.5	60.3	19.3	7.2	13.1
Textbooks, etc.	66.4	20.6	1.0	14.7	54.1	32.1	2.1	11.7
Opportunities for educational innovation	57.7	28.9	2.7	10.7	55.2	30.7	1.7	12.4
Paperwork	25.0	62.9	1.7	10.3	60.7	22.4	4.1	12.8
School Administration's support of teachers	55.3	28.9	4.8	11.0	50.3	30.3	5.2	14.1
Community's attitude toward school staff	56.0	16.5	16.5	11.0	63.4	12.1	12.1	12.4
Faculty Turnover	67.0	18.2	1.4	13.4	63.8	17.2	6.2	12.7
Coverage of uncovered classes	47.1	34.5	1.0	12.4	49.3	32.8	2.1	15.9

4. Influence and Decision-Making

Both teachers and principals were asked how much importance they ascribed to various groups as a source of information and leadership for teachers. Responses are presented in Table 24.

TABLE 24

IMPORTANCE ASCRIBED TO VARIOUS FACTORS AS SOURCES OF EDUCATIONAL INFORMATION AND LEADERSHIP FOR TEACHERS

By	Community Organizations	Principal and his Aides	Board of Education	School's Parents Association	The Union
N.Y. Teachers (N=292)					
Important	54.8	77.8	51.4	42.1	73.7
Not Important	34.6	11.3	37.3	45.9	16.8
N.A.	10.6	11.0	11.3	12.0	9.6
Detroit Teachers (N=289)					
Important	58.8	83.7	67.8	46.4	77.2
Not Important	37.0	11.5	26.3	47.3	17.3
N.A.	4.2	4.8	5.9	6.2	5.5
All Teachers (N=581)					
Important	56.8	80.7	59.6	44.2	75.4
Not Important	35.8	11.4	31.8	46.6	17.0
N.A.	7.4	7.9	8.5	9.1	7.5
N.Y. Principals (N=343)					
Important	82.5	95.6	79.6	78.8	78.4
Not Important	14.2	.6	16.0	17.7	17.2
N.A.	3.2	3.8	4.4	3.5	4.4
Detroit Principals (N=68)					
Important	79.4	91.2	77.9	72.1	79.4
Not Important	14.7	2.9	16.2	22.0	13.2
N.A.	5.9	5.9	5.9	5.9	7.4
All Principals (N=411)					
Important	82.0	94.9	79.3	77.7	78.6
Not Important	14.6	1.0	16.0	18.4	16.5
N.A.	3.5	4.2	4.7	3.9	4.9

The question clearly differentiates between teachers and principals in three categories, two of which are closely related. Teachers in both cities attached far less importance to the leadership of community organizations and school parent organizations than did principals. The third differentiation concerned views on the Board of Education as a source of leadership. Principals were more convinced than teachers of the value of such leadership. On the other hand it is important to note that Detroit teachers came far closer to matching the principals' view of the Board than did their New York colleagues. The opinions of Detroit teachers and principals were also much closer with respect to the principal's leadership than the opinions of teachers and principals in New York, although principals in both cities were far more convinced of the importance of their leadership than their teachers were.

With respect to the importance of the union's leadership there was little difference between the cities or between principals and teachers. A substantial majority considered the Union an important source of educational information and leadership for teachers.

When the feelings of teachers and principals with respect to the degree to which they felt able to exert influence on school bodies, union organizations or teachers were analyzed, there were similarities rather than dissimilarities in the perception of degree of influence felt by the respondents of both cities (Table 25).

TABLE 25

FEELINGS OF INFLUENCE

	New York			Detroit		
	Great Influence	Some Influence	No Influence	Great Influence	Some Influence	No Influence
Principals:		N = 343			N = 68	
School union chapter	22.2	62.7	13.7	22.1	63.2	14.7
Central administration	3.8	23.6	70.6	1.5	30.9	67.6
Individual teacher	67.9	30.6	.3	52.9	45.7	1.5
Teachers:		N = 292			N = 289	
School union chapter	28.4	54.5	13.0	30.8	40.1	20.8
Central union	5.5	41.8	48.3	8.3	39.1	45.3
School administration	4.5	52.5	39.0	14.5	46.7	32.5

Teachers and principals in both cities felt they had much the same ability to influence the school union chapter. A greater proportion of the Detroit principals felt confidence in their ability to influence the school chapter than Detroit teachers. Large numbers of principals in both cities felt they wield no influence over the central school administration.

While many teachers displayed such feelings with respect to their unions, it was to a markedly smaller degree. Principals were far more confident of their ability to influence individual teachers than teachers were of their ability to influence their principals.

With respect to a number of school areas where decisions must be made, teachers and principals were asked to indicate who was at present making such decisions and who ought to have the power to make them. They were offered a choice between the teacher, the principal, a central administrator, a bureau, the contract, the school chapter, or any combination of these. The choice selected by the highest percentage or respondents in any group was accepted as the group choice. These percentages varied from a low of 20.6 to a high of 89.2. In general, principals showed a higher degree of agreement with others in their group than did teachers.

Where disagreements were observed the division was generally along status lines. There was only one clear example of a division along geographical lines, i.e., greater agreement between New York teachers and principals on one hand, and Detroit teachers and principals, on the other than between teachers in both cities or principals in both cities. All teachers and principals agreed that the evaluation of a teacher's performance is today the responsibility of the principal. Teachers and principals in New York thought this is as it should be, despite the fact that differences of opinion in accountability and ratings exist. Both teachers and principals in Detroit thought it should be a joint responsibility.

A more usual pattern was a difference of perception between teachers and principals. For example, teachers saw the assignment of non-teaching programs as subject to the will of the principal at present; principals saw themselves as only one of several elements responsible for these decisions. All agreed that it should be a joint responsibility.

There was general agreement that teachers can determine for themselves the use of their preparation periods. For teachers, this is as it should be, but principals did not feel it should be a unilateral decision of the teacher. Teachers saw the principal as responsible for classroom interruptions at present and for the deployment of school aides; principals again felt they are only one of several elements responsible.

Choices indicating perceptions on decision-making in the schools produced varied response by the New York teachers. For example, in 13 of the 23 categories the largest percentage of respondents stated that the union chapter is the force which makes decisions at present. Unfortunately, the questionnaire form did not permit further probing to determine the meaning of these rather surprising choices. At least two possibilities suggest themselves, however, as explanations. It may be that teachers in New York feel that administrators and supervisors, including the central headquarters staff, have abdicated, leaving the teachers to fill the vacuum as best they can and that they look to the union chapter as their instrument, or they may feel that the union chapter has successfully wrested all these decision-making areas from the hands of the higher-ups. However, since the teachers did not choose the chapter as a unilateral decision-making force when asked who should make the decisions, this interpretation fails to stand up.

Table 26 shows the most frequent responses to questions of ideal power division, and seems to show great areas of agreement. For example, except for two items for which Detroit principals thought they should have the responsibility, and for one item for which all felt teachers should have the responsibility, all groups chose some combination of forces as the power depository. However, since it was not possible under the conditions of this study to tabulate the various permutations and combinations chosen, this seeming agreement on joint responsibility may conceal divergences of thought as to which groups should be involved and how the power should be divided among them.

The teachers seemed, in general, to be a more divided group than the principals in estimating where the power is at present. There were many fewer areas where more than half the teaching group in a city made the same choice, unlike the principals. On Table 26, the asterisk in each box shows which were actually majority choices; and the following abbreviations are used: T for Teachers, P for Principal, A for Central Administrator or Bureau, C for the Contract, U for the school union chapter, and Co. for any combination of these groups.

TABLE 26

PERCEPTIONS ON DECISION-MAKING IN SCHOOLS

	Decisions are Made by				Decisions Should be Made by			
	Teachers		Principals		Teachers		Principals	
	N.Y. N=292	Detroit N=289	N.Y. N=343	Detroit N=68	N.Y. N=292	Detroit N=289	N.Y. N=343	Detroit N=68
Use of preparation periods	T	T*	T	T*	T*	T	Co	Co
Assignment of teaching programs	P*	P*	Co*	Co[1]	Co	Co	Co*	P
Assignment of non-teaching programs	P*	P*	Co	Co	Co	Co	Co[2]	Co*
Classroom interruptions	P	P	Co	Co	Co	Co	Co	P
Evaluation of a teacher's performance	P*	P*	P*	P*	P	Co	P*	Co
Use of school aides	P*	P	Co*	Co*	Co	Co	Co[3]	Co*
Extent of teacher involvement with parent or community groups	U	Co	Co*	Co	Co	Co	Co*	Co*
Changes in curriculum	A	Co	Co*	Co*	Co*	Co*	Co*	Co*
Helping inexperienced teachers	U	P	Co*	Co*	Co*	Co*	Co*	Co*
Introducing new teaching ideas	U	Co	Co*	Co*	Co*	Co	Co*	Co*
Selection of textbooks	U	Co	Co*	Co*	Co*	Co*	Co*	Co*
Setting educational goals	U*	Co	Co*	Co*	Co*	Co*	Co*	Co*
Determining kinds and amount of paper work	U	Co	Co*	Co*	Co*	Co	Co*	Co*
Determining standards for pupils' grades & promotion	U	Co	Co*	Co*	Co*	Co	Co*	Co*
Determining methods of reporting pupil progress	U	Co	Co*	Co*	Co*	Co*	Co*	Co*
Determining class size	U	Co	Co*	A*	Co*	Co	Co*	Co*
Securing adequate class coverage	P	P*	Co*	P	Co	Co	Co*	Co
Obtaining adequate supplies	P	Co	Co*	Co*	Co	Co	Co*	Co*
Handling discipline problems	U*	Co*	Co*	Co*	Co*	Co*	Co*	Co*
Planning faculty socials	T*	T	T*	T	T	T	T*	T*
Determining what extra facilities teachers shall have; tel., parking, etc.	U	Co	Co*	Co*	Co*	Co*	Co*	Co*
Use of special services; guidance, etc., for pupils	U	Co	Co*	Co*	Co*	Co*	Co*	Co*

Notes: 1. 20.6 percent, an equal proportion, chose P.
2. This represents 49.3 percent. However, 40.5 percent opted for P.
3. This represents 47.2 percent. 42.9 percent chose P.

Teachers were asked to react to ten statements about their principals and their schools, with responses ranging from "Agree strongly," to "Disagree strongly." The data indicated that responses could be combined into two categories, "Agree," and "Disagree."

In a number of statements there was very close correlation between the answers given by teachers in New York and Detroit. However, for some items there was divergence of views. Many more New York teachers felt hampered by excessive rules than their Detroit colleagues and fewer felt that their suggestions are taken seriously, that experimentation and innovation is encouraged, or that faculty meetings are productive of solutions to school problems. On the other hand, more New York teachers agreed that teachers are free to discuss problems with the supervisory staff, that the principal accepts collective bargaining, that union-principal consultation has been very effective, and that high academic standards are maintained in their schools.

In one item where congruity of results is most striking, some divergence has been concealed by the grouping of results. Although 66 percent of respondents in both cities agreed that the principal is concerned with improving education but is hampered by school conditions, the New York replies break down into 18.8 percent agreeing "strongly" and 47.6 percent agreeing; whereas Detroit replies show 31.1 percent agreeing "strongly" and 34.9 percent agreeing.

TABLE 27

TEACHERS' ATTITUDE TOWARD THEIR PRINCIPALS AND SCHOOLS

	N.Y. (N=292)			Detroit (N=289)		
Statements	Agree	Dis-agree	N.A.	Agree	Dis-agree	N.A.
The principal is concerned with improving education but school conditions prevent his doing the job he would like	66.4	29.1	4.5	66.0	30.1	3.8
Teachers' suggestions are given serious consideration	63.4	34.9	1.7	70.6	26.6	2.8
Teachers are hampered by the excessive number of rules and regulations	49.7	48.0	2.4	29.4	64.8	5.9
Teachers are free to determine textbooks, curriculum, etc.	31.5	65.8	2.7	23.2	74.4	2.4
Teachers feel free to discuss professional difficulties with the supervisory staff in the school	73.3	24.7	2.1	69.9	25.6	4.5
Experimentation and new approaches in instruction are encouraged in the school	60.0	38.3	1.7	71.2	23.9	4.8
The principal in this school accepts collective bargaining	88.0	7.6	4.5	77.8	15.2	6.9
High academic standards are maintained for able students in this school	81.8	15.8	2.4	61.2	34.2	4.5
School faculty meetings are useful in solving school problems	41.1	56.5	2.4	56.4	38.0	5.5
Consultation between the school union committee and the principal has been very effective in this school	74.7	18.2	7.2	57.7	28.4	13.8

The study sought to determine the impact of the inclusion of a clause on pupil discipline. Detroit had such a clause in several contracts but New York included it only in the most recent contract. The Detroit clause is a verbatim transcription of an existing Board regulation; the New York clause was hammered out in negotiations.

Perhaps it was optimistic to include such a question in view of the short experience of New York with this clause. The results of the questionnaire, however, are amazingly similar in both cities: with respect to the percentage who find the principal genuinely concerned and helpful. However, 5.3 percent more teachers in New York found the principal ineffectual or insufficiently supportive than in Detroit. This is reinforced by the fact that 8 percent more Detroit teachers said the principal always upholds the teacher against the child.

TABLE 28

TEACHERS' ATTITUDES ON PRINCIPAL'S REACTION TO CONFRONTATION WITH A DISRUPTIVE CHILD

	N.Y. (N=292)	Detroit (N=289)
He is genuinely concerned and helpful	37.0	37.0
He is ineffectual	13.0	8.0
He sides with child against the teacher	3.1	2.8
He always upholds the teacher	4.8	12.8
D.N.A.*	22.3	24.2
N.A.	19.9	15.2

*Many teachers answered this question by describing measures taken by the principal without giving any clue as to their own evaluation of these measures. Their responses were classified "Does Not Apply."

Teachers were also asked to state how the discipline clause in the collective agreement had affected this situation.

TABLE 29

TEACHER PERCEPTIONS OF INFLUENCE OF DISCIPLINE CLAUSE IN COLLECTIVE AGREEMENTS ON PRINCIPAL'S FUNCTIONING IN PUPIL-DISCIPLINARY SITUATIONS

	N.Y. (N=292)	Detroit (N=289)
There has been no change	39.7	32.2
He is more concerned	3.1	2.1
He is more effective	1.4	4.8
N.A.	55.8	60.9

As can be seen from the table of responses, of those reporting only a negligible number of teachers in either city feels that the inclusion of the clause has caused any change. However, the large proportion of N.A. responses may be indicative of a serious ambivalence on the part of teachers with respect to the discipline clauses.

5. Perceptions of Effect on Selected Items

The study also sought to discover teachers' impressions of changes brought about by collective bargaining in significant relations and other elements of their school situation. While large numbers of teachers saw no effect, an appreciable number saw improvement in all areas, and a comparatively small number saw deterioration. The only exception is in the area of the community's attitude toward teachers.

TABLE 30

TEACHERS' PERCEPTIONS OF EFFECT OF COLLECTIVE BARGAINING ON SELECTED ITEMS

	N.Y. (N=292)				Detroit (N=289)			
	No Effect	Improvement	Deterioration	NA	No Effect	Improvement	Deterioration	NA
Quality of your classroom performance	82.2	11.3	1.1	5.5	74.7	18.3	0.3	6.6
Community's attitude toward teachers	52.1	15.1	25.3	7.5	54.7	13.5	23.2	8.7
Teachers' sensitivity toward community pressures	43.2	38.7	12.7	5.5	54.3	29.1	10.0	6.6
Teachers' perception of children's needs	68.2	25.7	1.0	5.1	61.2	29.4	2.8	6.6
Your relations with your principal	73.6	17.8	2.7	5.8	69.6	19.0	5.5	5.9
Your relations with your colleagues	70.9	16.4	7.2	5.5	72.0	16.6	5.2	6.2

Principals have a more pessimistic view of the effect of collective bargaining. They were asked comparable questions with the following results.

TABLE 31

PRINCIPALS' PERCEPTIONS OF EFFECT OF COLLECTIVE BARGAINING ON SELECTED ITEMS

	N.Y. (N=343)				Detroit (N=68)			
	No Effect	Improvement	Deterioration	NA	No Effect	Improvement	Deterioration	NA
Quality of classroom instruction	55.7	16.0	27.4	0.9	67.6	4.4	25.0	2.9
Principals' relations with parents	75.5	6.1	16.6	1.7	82.4	4.4	10.3	2.9
Community's feeling toward the school	30.0	6.5	61.8	1.7	60.3	4.4	32.4	2.9
Teachers' sensitivity to children's needs	69.4	11.3	17.8	1.5	75.0	3.0	19.1	2.9
Principals' relations with teachers	44.3	14.6	39.4	1.7	51.5	11.8	32.3	4.4
Teachers' relations with their colleagues	23.9	24.5	49.5	2.0	41.2	10.3	45.6	2.9

On the whole principals are more likely than teachers to see the agreement as having a definite impact on these items, and to see it as leading to a deterioration of performance or relations. Many more principals than teachers see the contracts as responsible for a deterioration in the community's attitude toward the school. The proportion of Detroit principals who are convinced there has been no effect is twice as great as their New York colleagues. Very few teachers feel a deterioration in their relations with their principals resulting from the contract, whereas sizable numbers of the principal population do see such a result. The same is true for teachers' relations with their colleagues.

When teachers were afforded an opportunity to discuss any general effects on the school system of the introduction of collective bargaining not previously covered in the questionnaire the overwhelming majority (64.0 percent in New York and 67.8 percent in Detroit) failed to answer. Whether this is indicative of ambivalence, fatigue, the greater difficulty of answering so unstructured a question, or to the exhaustive nature of the preceding questions is not clear. However, of those who did answer the largest percentage, 19.9 percent in New York and 16.3 percent in Detroit, felt it had had a generally favorable effect.

A New York teacher wrote, "In my school, I believe it has had a general effect of allowing teachers to feel more free and independent and not subject to whim or disapproval of the administration. Being free from fear, and therefore more relaxed, they do a better job. However, I have the impression that in some schools teachers' attitudes are so relaxed that they are not conscientious or serious about teaching."

Another wrote, "I am sorry to say that I cannot perceive of any direct results in my own school. Within the large school system it still seems that policy making is set at 110 Livingston Street and larger grievances are settled on the streets."

One Detroit teacher wrote, "The teachers who are presently members in my school strongly object to the non-members receiving all benefits.

An assessment should be made including all teachers." Another wrote, "Teachers who are closely connected with the Union seem to get all the breaks. Other than this I cannot see any difference."

Given the same opportunity, principals wrote at much greater length and more than half of them took advantage of this opportunity.

TABLE 32

IMPRESSIONS OF EFFECT OF COLLECTIVE BARGAINING ON SCHOOL SYSTEM

	Teachers		Principals	
	N.Y. (N=292)	Detroit (N=289)	N.Y. (N=343)	Detroit (N=68)
No Effect	9.2	7.3	5.8	11.8
Generally good effect	19.9	16.3	5.5	7.4
Ambivalent, good and bad	2.4	1.4	9.0	7.4
Generally bad effect	4.5	7.3	31.5	33.8
N.A.	64.0	67.8	48.1	39.7

Approximately one third of the principals listed principally bad effects. One such comment from a New York principal reads, "A minority of the faculty (U.F.T. members) make all the decisions. Other teachers (a majority) have never been consulted or represented. This has caused a cleavage in the staff. The U.F.T. delegation looks hard for petty grievances. This is resented by the other teachers who consider this disloyal and disruptive to the well-being of the school.

"The secretary (a U.F.T. member) meets with, discusses with, and goads on the U.F.T. teacher members. There is a decided deterioration of good human relations.

"There is constant proselytizing. There is a spirit of 'underground activities', defiance and threats of grievances by a small governing group. Non-member teachers are ignored."

A Detroit principal wrote, "I am conscious of the fact that teachers are following every move from the Office which might have any effect on the negotiations. There are no longer 'volunteers' per se for any activities. No one is willing to go to meetings, workshops, etc., after school unless pressure is brought.

"The willingness to help each other, the usual give-and-take in emergencies, seems to be rapidly disappearing. Standard procedure seems to be to avoid any 'extras'!

"There is less ethical, honest response from staff. No feeling of regret for tardiness, not appearing for hall duty or leaving rooms and children without supervision. They object to Teacher Planning Released-Time Meetings. They want the office to plan and conduct cut and dried affairs and leave early. They protest Open House and Parent-Teacher conferences. We find the Union committee by-passing procedures established by negotiations by failing to file a grievance at the local school or District level and achieving aims through the Central Office."

There were many cases of comments showing mixed feelings, in which case it was necessary to evaluate the predominant feeling. An example of such a comment from a New York principal reads, "The need for more teachers has forced us to hire more marginal teachers to cover preparation periods. The increased salary has made the supply of per diem substitutes more plentiful. Teachers have a greater sense of unity, especially the younger ones. The meetings between the teacher representatives and the principal have at times been fruitful in advancing the progress of the education of the children. The chapter committee has been helpful in relations among teachers, in supporting outside agencies, and in assisting in the administration of some programs in the school."

Another New York principal wrote, "The Union contract has forced the Board of Education to recognize the need for preparation periods and has forced them to grant them to elementary schools. Before the contract the Board of Education was always able to 'weasel' out by saying they don't have money for these positions.

"In preparing the Union contract, supervisors' knowledge and special circumstances are seldom listened to. First, the Union fights for its rights. After winning, the Board of Education leaves it up to principals to implement without giving principals the necessary personnel to implement the program.

"In selecting personnel, principals are limited by transfer policy. We often get people who do not fill our needs. (Need a foreign language teacher - get an early childhood transfer.)"

A Detroit principal wrote, "Teachers are more outspoken and more secure. In some cases teachers have not assumed professional responsibilities along with their increased rights and deserved improvements."

We asked principals how collective bargaining had affected the influence wielded by five power figures on the school system, The Board of Education, the central administrative staff, the principal, the teacher, and the parent, and whether changes in relative status were for the better or the worse. More than 80.0 percent of the New York principals thought that the power of the Board, the central staff and the principal had decreased. Fewer Detroit principals were of this opinion. While 72.1 percent thought their own power had decreased, only 64.7 percent thought the central staff influence had decreased, and only 54.4 percent saw a decrease in the Board's powers.

Both groups of principals were almost unanimous (91.0 percent and 88.2 percent respectively) in seeing the teacher's power as increased. More than half of all principals thought there had been no appreciable change in the power of the parents, but another quarter (29.2 percent and 26.4 percent) thought there had been an increase.

An interesting contrast between principals in New York and Detroit appears on Table 33. New York principals are, on the whole, more prone to find collective bargaining disruptive of traditional power distribution. They also see the change as a change for the worse in greater proportion than principals in Detroit.

TABLE 33

ATTITUDES OF PRINCIPALS ON THE EFFECT OF COLLECTIVE BARGAINING ON POWER DISTRIBUTION

	N.Y. (N=343)				Detroit (N=68)			
	Power Decreased	No Effect	Power Increased	NA	Power Decreased	No Effect	Power Increased	NA
Board of Education	81.6	7.6	7.8	2.9	54.4	29.4	13.3	2.9
Central Administrative Staff	81.7	7.9	7.0	3.5	64.7	20.6	14.8	0.0
Principal	84.8	6.7	5.8	2.6	72.1	16.2	11.7	0.0
Teacher	4.3	2.6	91.0	2.0	3.0	7.4	88.2	1.5
Parent	12.8	55.1	29.2	2.9	13.3	58.8	26.4	1.5

TABLE 34

ATTITUDES OF PRINCIPALS ON THE EFFECT CHANGE IN BALANCE OF POWER ON THE SCHOOL SYSTEM

	N.Y. (N=343)	Detroit (N=68)
Change for the Better	29.4	38.2
Ambivalent Response	5.0	0.0
No Opinion	11.7	14.7
Change for the Worse	51.6	44.1
N.A.	2.3	2.9

Principals were asked whether a number of specific factors interfered with the optimum operation of the school and how collective bargaining affected each of these factors. On the whole the New York principals demonstrated much more dissatisfaction with the teachers and the agreement. On one item, however, there was quite a striking accord. In both cities 44 percent of the principals felt that the teachers were unwilling to assume more than minimal responsibility and that this did interfere with the running of the schools. More than 50 percent of the principals also felt that collective bargaining had caused a deterioration in this area.

On the other hand only 8.8 percent of the Detroit principals found teachers' excessive absence a problem and only 11.8 percent saw the contract as causing deterioration, whereas 50.7 percent of the New York principals found it a problem and 64.1 percent reported deterioration. New York principals are convinced in almost double the proportions of Detroit principals that inexperienced staffs hamper their functioning but only a slightly higher percentage of the former reported the contract had caused deterioration. The percentage of New York principals who found that the collective bargaining agreements prevent experimentation and innovation was three times as high as the Detroit percentage. When they were asked whether collective bargaining had caused deterioration a slightly higher number of principals in each city replied in the affirmative.

On those items which tested the feelings of principals with respect to their superiors, the Detroit sample showed more hostility. Here, 30.9 percent complained of restrictive rules and regulations as compared with 25.7 percent of the New York principals. Only 22.1 percent of the Detroit principals reported deterioration with collective bargaining compared with 32.7 percent of the New Yorkers. And 22.1 percent of the Detroit principals complained that superintendents did not support the principals in grievances brought by teachers; only 7.0 percent of the New York principals complained. The same percentage of Detroit principals who made this complaint saw collective bargaining as causing deterioration. The percentage of New York principals who attributed deterioration to the contract was two and a half times the percentage who had listed this as interfering with the functioning of their schools.

TABLE 35

PRINCIPAL PERCEPTIONS OF FACTORS INTERFERING WITH OPTIMUM FUNCTIONING OF THE SCHOOL

	N.Y. (N=343)			Detroit (N=68)			N.Y. (N=343)				Detroit (N=68)			
	Not at all	Somewhat	NA	Not at all	Somewhat	NA	None	Improvement	Deterioration	NA	None	Improvement	Deterioration	NA
Teachers are unwilling to assume more than minimal responsibility	53.3	44.0	2.6	52.9	44.1	2.9	30.3	7.6	55.1	7.0	39.7	1.5	52.9	5.9
Teachers are excessively absent	47.5	50.9	1.7	88.2	8.8	2.9	24.8	5.2	64.1	5.8	82.4	1.5	11.8	4.4
Too many teachers are inexperienced	40.8	57.4	1.7	67.7	29.4	2.9	74.6	5.8	16.3	3.2	82.4	0.0	13.2	4.4
There are too many restrictive rules and regulations	72.8	25.7	2.0	66.2	30.9	2.9	54.5	7.6	32.7	5.3	70.6	1.5	22.1	5.9
Superintendents do not support the principals in grievances brought by teachers	83.7	7.9	9.3	61.2	22.1	11.8	66.8	5.0	17.5	10.8	55.9	8.8	22.1	13.2
The collective bargaining agreement with the teachers prevents experimentation and innovation	76.1	21.6	2.3	89.7	7.3	2.9	58.0	9.9	27.1	5.0	76.5	11.8	11.8	0.0

CHAPTER IV

CONCLUSION

In the preliminary interviews with Union and supervisory officials in the two cities selected for study, it was apparent that the prevailing relationship between teachers and their superiors in the Detroit school system was one much more closely approaching mutual trust and cooperation than the relationship of the New York staff and their superiors. This difference was confirmed by the very nature of the Agreements. The New York contract was seen to be extremely specific and legalistic, with all procedures for securing the goals sought spelled out in the utmost detail. The Detroit Agreement, on the other hand, was couched in terms of goals with provision for joint committees to work out ways and means and to iron out differences of opinion. The grievance machinery in the agreements reflects this difference. The paucity of items dealing with "professional" or policy matters in the New York contract as compared with the Detroit contract is also a reflection of this different climate. Where such matters are treated, moreover, there is the same attempt to establish a pattern of action so definite there will be no room for developments which might be viewed by the New York teachers as attempts to withdraw the fruits of negotiation.

The analysis of the questionnaires confirms the existence of this difference in outlook. Where one finds differences between teachers and principals, the distance between New York teachers and principals is consistently wider than that between Detroit teachers and principals. New York teachers show greater dissatisfaction than their Detroit colleagues as shown by Tables 13 and 24; they bring many more grievances and carry them further (Tables 18 and 20; they are less likely to feel that the principal will support them when they bring a "disruptive" child to him (Table 28).

A number of changes in objective school conditions have taken place in both school systems. Although it would not be possible to prove a one-to-one relationship between collective bargaining and the changes which are observable, and it would be erroneous to maintain that other factors have not also influenced the course of events, it would be equally erroneous to overlook the fact that the changes have followed the introduction of collective bargaining and bear a definite relationship to clauses found in the contracts. Salary scales have risen from 40.6 to 50.8 percent above pre-bargaining levels. This has been accompanied by rises in the level of entry pay, by the establishment of a Welfare Fund in New York and increased welfare benefits in Detroit, by an increase in the city's contribution to the pension system for teachers and a corresponding reduction in the teachers' contributions in New York.

Class size has fallen decidedly in both cities. A substantial rise has taken place in the size of the New York school staff. The isolation of the elementary school teacher with her own class has been altered and the path has been opened for the introduction of new kinds of school personnel on a sub-professional and para-professional level, such as school aides and teacher aides. Consultation between teachers and principals has been mandated, giving teachers an opportunity to influence the course of events in their schools.

Although it is true that changes in New York have been more far-reaching, for the most part, and have come at a faster pace, and that the UFT and its members are likely to attribute this to their harder, less trustful attitude toward the school administration, this study shows that collective bargaining is not necessarily accompanied by increased animosity and distrust. Rather, it seems, the nature of collective bargaining will be decidedly influenced by the climate of relationships preceding bargaining.

It also seems true that with the advent of teacher unionism as a force in American cities more issues remain to be explored. Will collective bargaining improve the educational status of inner city children? Will the teachers' unions be able to raise the professional level of their memberships? What new patterns of interaction between school boards and teacher unions will emerge to address the seemingly insurmountable problems of big city schools? These questions and others like them can only be answered in the years ahead. Collective bargaining may turn out to be one of the most important influences yet felt on public education.